



# भारत का राजपत्र

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No. 38]

NEW DELHI, SATURDAY, SEPTEMBER 17, 1988/BHADRA 26, 1910

इस भाग में भिन्न पाठ हास्य वी जाती है जिससे कि यह अलग संकलन के रूप में  
रहा जा सके

Separate Paging is given to this Part in order that it may be filed as  
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Ministries of the Government of India (other than Statutory Orders and Notifications issued by the  
Ministry of Defence)

## मंत्रिमंडल सचिवालय

नई दिल्ली, 1 सितम्बर 1988

का. आ. 2746 :—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिकारियों की वेदव्यापी) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की सारणी के स्तम्भ (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी हैं उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है और उक्त अधिकारी, उक्त सारणी स्तम्भ (2) में विविध राजकारी परिवर्तों को बाबत अपनी अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या उसके अंतर्गत संपदा अधिकारियों को प्रदत्त शक्तियों की प्रयोग और अधिरोपित कर्तव्यों का पालन करेंगे :

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(3425)

## सारणी

## अधिकारी का पदनाम

सरकारी परिसरों के प्रवर्ग और  
अधिकारिता की स्थानीय सीमाएं

1

1. सहायक निदेशक (प्रशासन) संविधान सभा समूह मंत्रिमंडल विशेष संरक्षा समूह मंत्रिमंडल सचिवालय के या उसके द्वारा या उसके नियित पट्टे पर लिए गए या अधिग्रहीत किए गए परिसर और जो निदेशक, विशेष संरक्षा समूह, नई दिल्ली के प्रशासनिक नियंत्रण के प्रधीन हैं।

2

- संविधान सभा समूह मंत्रिमंडल सचिवालय के या उसके द्वारा या उसके नियित पट्टे पर लिए गए या अधिग्रहीत किए गए परिसर और जो निदेशक, विशेष संरक्षा समूह, नई दिल्ली के प्रशासनिक नियंत्रण के प्रधीन हैं।

[सं. ए-50011/28/36-ई ए-II]

आर. के. चंगर, उप सचिव

## CABINET SECRETARIAT

New Delhi, the 1st September, 1988

S.O. 2746.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a Gazetted Officer of Government to be Estate Officer for the purposes of the said Act, and the said officer shall exercise the powers conferred and perform the duties imposed on the estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the Public Premises in column (2) of the said Table :

## TABLE

Designation of the officer (1)	Categories of Public Premises and local limits & jurisdiction (2)
Assistant Director (Administration) Special Protection Group, Cabinet Secretariat, 1 Safdarjung Lane, New Delhi-110011.	Premises belonging to or taken on lease or requisitioned by or on behalf of the Cabinet Secretariat and under the administrative control of Director, Special Protection Group, New Delhi.

(No. A-50011/28/86-EA-II)  
R. K. GANGAR, Dy Secy.

## वित्त वंचालय

(गजल विभाग)

नई दिल्ली 4 जुलाई, 1988

आधिकर

का. आ. 2747.—आधिकर अधिनियम, 1961 (1961 का 43) की घारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा, उन्हें उपखण्ड के प्रयोग नार्थ, "श्री कोट्टूर मेरियमन देवस्थानम्, कोट्टूर, सेलम" को करनिकारण वर्ष 1986-87 से 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिवृचित करती है।

[सं. 8019/का. सं. 197/160/86-आ.क. (नि. I)]

## MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 4th July, 1988

(INCOME-TAX)

S.O. 2747.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Kottai Mariamman Devasthanam, Fort, "Salem" for the purpose of the said sub-clause for the assessment years 1986-87 to 1988-89.

[No. 8019/F. No. 197/160/86-IT(AI)]

नई दिल्ली, 5 जुलाई, 1988

आधिकर

का. आ. 2748.—आधिकर अधिनियम, 1961 (1961 का 43) की घारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा, उन्हें उपखण्ड के प्रयोग नार्थ, "दीनिक प्रार्थना सभा (पंजीकृत), बटाला" को करनिकारण वर्ष 1987-88 और 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिवृचित करती है।

[सं. 8028/का. सं. 197/105/88-आ. क. (नि. --I)]

New Delhi, the 5th July, 1988

(INCOME-TAX)

S.O. 2748.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government

hereby notifies "Dainik Pranithana Sabha (Regd.), Batala for the purpose of the said sub-clause for the assessment years 1987-88 and 1988-89.

[No. 8028/F. No. 197/105/88-IT(AI)]

नई दिल्ली, 19 जुलाई, 1988

(आधिकर)

का. आ. 2749.—आधिकर अधिनियम, 1961 (1961 का 43) की घारा 80-क के उपधारा (2) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उन्हें उपखण्ड के प्रयोग नार्थ "दिकानमोहे श्री रामदेवर्ति मन्दिर" को केवल राज्य के महत्वपूर्ण ऐतिहासिक स्थान के रूप में इस शर्त पर अधिवृचित करती है कि मन्दिर इस प्रयोग के लिए अलग से लेखा रखेगा और दान में प्राप्त राशि को केवल मन्दिर के निर्माण कार्य में लगाएगा।

[सं. 8038/का. सं. 176/2/88-आ.क. (नि. I)]

New Delhi, the 19th July, 1988

## INCOME-TAX

S.O. 2749.—In exercise of the powers conferred by sub-clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Trikkangode Sri Randumoorthy Temple" to be a place of historical importance in the State of Kerala for the purpose of the said section on the condition that the temple will maintain separate books of accounts for the purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8038/F. No. 176/2/88-IT(AI)]

(आधिकर)

का. आ. 2750.—आधिकर अधिनियम, 1961 (1961 का 43) की घारा 80-क के उपधारा (2) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उन्हें उपखण्ड के प्रयोग नार्थ, "श्री वेत्तृश्वरार मन्दिर, पट्टीस्वरम" को सम्पूर्ण नमिल नाडु के राज्य के प्रगिध सर्विजिनिक पूजास्थल के रूप में इस अर्थ पर अधिवृचित करती है कि मन्दिर इस प्रयोग के लिए अलग से लेखा रखेगा और दान में प्राप्त राशि को केवल मन्दिर के निर्माण कार्य में लगाएगा।

[सं. 8037/का. सं. 176/21/88-आ.क. (नि. I)]

## (INCOME-TAX)

S.O. 2750.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Dhenupureeswarar Temple, Patteswaram" to be a place of Public worship of renown throughout the state of Tamil Nadu for the purpose of the said section on the condition that the temple will maintain separate books of accounts for this purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8037/F. No. 176/21/88-IT(AI)]

नई दिल्ली, 22 जूलाई, 1988

(आयकर)

का. आ. 2751.—आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त उपखण्ड के प्रयोगशाली, "सिल्ली कैथोलिक भक्तावायोसिस, नई दिल्ली" को काफ़िर नियरिंग वर्ष 1988-89 के लिए अधिसूचित करती है।

[न. 8011/का. म. 197/109/88-आ. का. (नि. I)]

New Delhi, the 27th July, 1988

## INCOME-TAX

S.O. 2751.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Delhi Catholic Archdiocese, New Delhi" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8041/F. No. 197/109/88-IT(AI)]

(आयकर)

का. आ. 2752.—आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त उपखण्ड के प्रयोगशाली "श्री स्वेताम्बर अष्टावर तीर्थ राजगीर" को कर नियरिंग वर्ष 1988-89 के अन्तर्गत आने वाली प्रविहि के लिए अधिसूचित करती है।

[न. 8049/का. म. 197/83/86-आ. का. (नि. I)]

## (INCOME-TAX)

S.O. 2752.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Swetamber Bhandar Tirth Rajgir" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8049/F. No. 197/83/86-IT(AI)]

(आयकर)

का. आ. 2753.—आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त उपखण्ड के प्रयोगशाली, "दि जैस्ट्रट मदुरौ आविस, विल्डेमुल" द्वारा कर नियरिंग वर्ष 1984-85 से 1988-89 तक के अन्तर्गत आने वाली प्रविहि के लिए अधिसूचित करती है।

[न. 8044/का. म. 197/162/85 आ. क. (नि. I)]

## INCOME-TAX

S.O. 2753.—In exercise of the powers conferred by sub-clause V of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies

"The Jesuit Madurai Province, Dindigul" for the purpose of the said sub-clause for the assessment years 1984-85 to 1988-89

[No. 8044/F. No. 197/162/85-IT(AI)]

नई दिल्ली, 22 जूलाई, 1988

(आयकर)

का. आ. 2754.—आयकर प्रधिनियम, 1961 (1961 का 43) की धारा 80-की धारा (2) के खण्ड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त धारा के प्रयोगशाली "श्री कामकला कामेश्वर देवस्थानम्, किर्णीमकेन, मद्रास" को मद्रास तमிலनாடு, राज्य में विद्युत सार्वजनिक ऊरास्तन के स्वर्ग में इस तर्ज पर अधिसूचित करती है कि मन्दिर, पृथक वे भवनों द्वारा रखेगा और यात में आप यात्री को देवा मन्दिर के नियम कार्य में दी जाएगी।

[न. 8070/का. म. 176/36/88-आ. क. (नि. I)]

प्रानन्द किशोर, आयकर नियम

New Delhi, the 22nd August, 1988

## (INCOME-TAX)

S.O. 2754.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Kamakala Kameswar Devasthanam, Triplicane, Madras" to be a place of public worship of renown throughout the State of Tamil Nadu for the purpose of the said section on the condition that the temple will maintain separate books of accounts for the purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8075/F. No. 176/36/88-IT(AI)]

ANAND KISHORE, Under Secy

नई दिल्ली, 13 जूलाई, 1988

आयकर

का. आ. 2755.—आयकर प्रधिनियम, 1961 (1961 का 1) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के इन्द्रमण में आप आयकर सरकार, राज्यव विभाग की दिनांक 8-8-85 की प्रधिनियम नं. 6365 (पा. म. 398/1/85 आ. क. व.) द्वारा प्रधिनियम करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के द्वारा अधिकारी श्री प्रम. सी. कानुंगो द्वारा वस्तु प्रधिनियमी की घोषिती का प्रयोग करते हेतु प्राविकृत करती है।

3. यह अधिसूचना दिनांक 1 जूलाई, 1988 से लागू होगी।

[न. 8035/का. म. 398/1/88-आ. क. व.]

New Delhi, the 15th July, 1988

## INCOME-TAX

S.O. 2755.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 6865 (F. No. 39812/85-IT(B) dated 8-8-85, the Central Government hereby authorises Shri S. C. Kanungo, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall be effective from 1st July, 1988.

[No. 8035/F. No. 398/1/88-IT(B)]

(आधिकार)

का. धा. 2756.—आधिकार अधिनियम, 1961 (1961 का 43) की धारा 2 के घट (44) के उपचरण (iii) के अनुसरण में भीर भारत सरकार, राजस्व विभाग की विताक 20-6-1986 की अधिसूचना सं. 7683 (फा. सं. 398/3/86 आ. क. (ब.) का अधिशेषन करते हुए, केन्द्रीय सरकार एवंद्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री जी. के. देब को कर वसूली अधिकारी की शक्तियों का प्रयोग करते हेतु प्राप्तिकृत करती है।

2. यह अधिसूचना विताक 8-8-1988 से लागू होगी।

[सं. 8033/फा. सं. 398/7/88 आ. क. (ब.)]

#### INCOME-TAX

S.O. 2756.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India, in the Department of Revenue No. 6763 [F. No. 398/3/86-IT(B)] dated the 20-6-86, the Central Government hereby authorises Shri D. K. Deb, being a Gazette Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall be effective from 8-8-88.

[No. 8033/F. N. 398/7/88-IT(B)]

नई दिल्ली 28 जुलाई, 1988

आधिकार

का. धा. 2757.—आधिकार अधिनियम 1961 (1961 का 43) की धारा 2 के घट (44) के उपचरण (iii) के अनुसरण में केन्द्रीय सरकार एवंद्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री जी. आर. महाय को कर वसूली अधिकारी की शक्तियों का प्रयोग करते हेतु प्राप्तिकृत करती है।

2. यह अधिसूचना श्री जी. आर. महाय द्वारा कर वसूली अधिकारी के रूप में भारत ग्रहण करने को जारी कर सकता होगी।

[सं. 8053/फा. सं. 398/88 आ. क. (ब.)]

New Delhi, the 28th July, 1988

#### INCOME-TAX

S.O. 2757.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of

नई दिल्ली, 11 अगस्त, 1988

आधिकार

का. धा. 2759.—आधिकार अधिनियम, 1961 (1961 का 43) की धारा 2 के घट (44) के उपचरण (iii) के अनुसरण में केन्द्रीय सरकार एवंद्वारा नीचे स्तम्भ - 4 में उल्लिखित अधिसूचना का अधिशेषन करते हुए नीचे स्तम्भ - 3 में उल्लिखित कर वसूली अधिकारियों के स्थान पर स्तम्भ 2 में उल्लिखित अधिकारियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारियों की शक्तियों का प्रयोग करने के लिए प्राप्तिकृत करती है:—

का. सं. उन अधिकारियों के साम जिन्हें कर वसूली अधिकारों द्वारा कर वसूली अधिकारियों के नाम जिनके वह पुरानी अधिसूचना संखा तथा तारीख अधिकारियों की शक्तियों का प्रयोग करते हेतु प्राप्तिकृत स्थान पर स्तम्भ-2 में उल्लिखित अधिकारियों जिनका अधिलंबन आधिकारियों की शक्तियों का प्रयोग करने का लिया जाना है।

(1)	(2)	(3)	(4)
1. सर्वेश्वी जी. मिलनद्वन	सर्वेश्वी श्री गिलजारी	सं. 6899/फा. सं. 398/8/86 आ. क. (ब.) विताक 7/5-6-1986	
2 सर्वेश्वी ए० विजयकुमार	सर्वेश्वी के. मीकालीद्वयरम	3184/फा. सं. 398/8/85—(आ. क. ब.) विताक 10-4-85	
3. मर्त्यो के. सुगार	सर्वेश्वी टी. सुदामणि	—तर्दे ब—	

1	2	3	4
4. श्री के. जगन्नाथयन	श्री वी. राजामणि	सं. 6037 (फा. सं. 398/37/84/ (आ. क. व.) दिनांक 16-11-84	

2. जहाँ तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है, यह प्रविदुती कर लंबा के संबंध में दिनांक 1-6-88 से, कम संदर्भ 2 और 4 के संबंध में 10-6-88 से और कर लंबा 3 के संबंध में 22-6-1988 से लागू होती।

[सं. 3068/पा. सं. 398/4/88—आ. क. (व.)]

दी. ई. अलेक्सेडर, अवर सचिव

New Delhi, 11th August, 1988

### INCOME-TAX

S. O. 2759.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below column 2, being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officers under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notifications mentioned below in column 4 :

Sl. No. authorised to exercise powers of Tax Recovery Officers	Name of the persons to be mentioned in place of whom the persons mentioned in column 2 are to be authorised	Name of Tax Recovery Officer(s) Old Notification No. & date to be superseded/partially modified
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(1)	(2)	(3)	(4)
1. S/Shri G. Mylanandan	S/Shri Gell George.	No. 6699/F. No. 398/8/85-IT (B) dt. 7-5-86	
2. „ A. Vijayakumar	„ K Meenakshi Sundaram	No. 6184/F. No. 398/8/85-IT (B) dt. 10-4-85	
3. „ K. Kumar	„ T. Subramani	„do-	
4. „ K. Jagannathan	„ V. Rajamani	No. 6037/F. No. 398/37/84-IT (B)) dt. 16-11-84	

2. This Notification shall come into force with effect from 1-6-88 in respect of Sl. No. 1, 10-6-88 in respect of Sl. No. 2 & 4 and 22-6-88 in respect of Sl. No. 3 in so far as persons mentioned in column 2.

[No. 3068/F. No. 398/4/88-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 17 जुलाई, 1988

आयकर

का. आ. 2760--आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (ii ब) द्वारा प्रदत्त व्यक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ भारतीय औद्योगिक वित्त निगम द्वारा जारी किए गए “11 प्रतिशत, औद्योगिक वित्त निगम द्वारा जारी किए गए 2003 (49 वीं श्रृंखला)” को विनिर्दिष्ट करते हैं। व्यक्तों कि पृष्ठांकन अथवा वितरण द्वारा इस प्रकार के वंशवर्ती के अन्तरण के मामले में उक्त परन्तुक के वंशर्ता लाभ तभी स्वीकार्य होगा यदि वंशर्ती इस प्रकार के वंशरण से 60 दिन की अवधि के अंदर रजिस्टर्ड डाक द्वारा औद्योगिक वित्त निगम अथवा भारतीय रिजर्व बैंक (भारतीय औद्योगिक वित्त निगम वंशवर्ती के नियम एवं प्रबंध हेतु प्रभारी प्रबंधकों) को सूचित करे।

[सं. 3068/फा. सं. 275/71/88-आ. क. (व.)]

New Delhi, the 17th July, 1988

### INCOME-TAX

S.O. 2760.—In exercise of the powers conferred by clause (iiib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the “11 percent, Industrial Finance Corporation Bonds, 2003 (49th Series)” issued by the Industrial Finance Corporation of India, New Delhi, for the purpose of the said clause;

Provided that the benefit under the said proviso shall be admissible in case of transfer of such bonds by endorsement or delivery only if the transferee informs the Industrial Finance Corporation or Reserve Bank of India (Managers in charge for the issue and management of IFCI Bonds) by registered post within a period of sixty days of such transfer.

[No. 3060/F. No. 275/71/88-IT(B)]

नई दिल्ली, 28 जुलाई, 1988

आयकर

का. आ. 2761--आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (ii ब) द्वारा प्रदत्त व्यक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ आवास विकास वित्त निगम लि. बम्हई द्वारा जारी किए, “12,50% आवास विकास वित्त निगम वंशपत्र--1998 (क)!” को विनिर्दिष्ट करती है।

व्यक्तों कि पृष्ठांकन अथवा वितरण द्वारा इस प्रकार के वंशवर्ती के अन्तरण के मामले में उक्त परन्तुक के वंशर्ता लाभ तभी स्वीकार्य होगा यदि वंशर्ती, इस प्रकार के अन्तरण से साठ दिन की अवधि के अंदर रजिस्टर्ड डाक द्वारा आवास विकास वित्त निगम लिमिटेड को सूचित करे।

[सं. 3071/फा. सं. 275/90/88-आ. क. (व.)]



सरकार एकददार श्री प्रारंभ के बहावा, प्रबन्ध निदेशक, प्रथम वित्ती विभाग, गुवाहाटी को तत्त्वाद्वय 21 जून 1989 तक की अधिकारी के लिए भारतीय औद्योगिक वित्ती बैंक का नियोग नामित करती है।

[संघर्ष एक 7/1/97/वी. 1(1)]

New Delhi, the 1st September, 1988

S.O. 2765.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri R. K. Barua, Managing Director, Assam Financial Corporation, Gauhati as Director of the Industrial Development Bank of India with immediate effect for a period upto 21-7-1989.

[No. F. 7/1/87-BO. I(1)]

का. आ. 2766.—भारतीय औद्योगिक वित्ती बैंक प्रधिकारी, 1964 (1964 का 18) की भारा 6 की उपचारा (1) के साथ पिछले उपचारा (1) के अंडे (ग) के उद्दिष्ट (i) के प्रत्युत्तर में केन्द्रीय सरकार एकददार श्री ए. के. डी. जाधव, प्रबन्ध निदेशक, भारतीय वित्ती विभाग को तत्त्वाद्वय 21 जून 1989 तक की अधिकारी के लिए भारतीय औद्योगिक वित्ती बैंक का नियोग नामित करता है।

[संघर्ष एक 7/1/87-वी. ओ.-1(2)]

एम.एस. मातारामन, अधर सचिव

S.O. 2766.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri A. K. D. Jadhav, Managing Director Maharashtra State Financial Corporation, Bombay as Director of the Industrial Development Bank of India with immediate effect for a period upto 9-4-1989.

[No. F. 7/1/87-BO. I(2)]

M. S. SEETHARAMAN, Under Secy.

नई विली, 26 अगस्त, 1988

का. आ. 2767.—प्रादेशिक ग्रामीण बैंक प्रधिकारी, 1976 (1976 का 21) की भारा II की उपचारा (1) द्वारा प्रवत्त विभिन्नों का प्रयोग करते हुए, केन्द्रीय सरकार एकददार श्री राम विजय पाण्डे को उपचारा ग्रामीण बैंक, उर्द्दी का अधिकारी नियुक्त करती है तथा 30-4-88 से प्रारंभ होकर 30-4-91 को समाप्त होने वाली अवधि के लिए उपचारा ग्रामीण बैंक के लिए कार्य करेगे।

[संघर्ष एक 2-23/88-प्रार. ग्रा. वी.]

New Delhi, the 26th August, 1988

S.O. 2767.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Ram Vijay Pandey as the Chairman of the Chhatrasal Gramin Bank, Orni and specifies the period commencing on the 30-4-88 and ending with the 30-4-91 as the period for which Shri Pandey shall hold office as Chairman.

[No. F. 2-23/88-RRB]

का. आ. 2768.—प्रादेशिक ग्रामीण बैंक प्रधिकारी, 1976 (1976 का 21) की भारा 11 की उपचारा (2) द्वारा प्रवत्त विभिन्नों का प्रयोग करते हुए, केन्द्रीय सरकार श्री पं. वी. नाथक को नियुक्त

भारा 11 की उपचारा (1) के उद्देश्य विषयवस्तुया ग्रामीण बैंक भवानी के अवधार के रूप में नियोग की गयी विधि को प्रत्याप 31-3-1983 से समाप्त हो गयी है, 1-4-88 से प्रारंभ होकर 31-3-1990 को समाप्त होने वाली अधिकारी के लिए उपचार विधि का पुनः प्रशासन नियुक्त करती है।

[संघर्ष एक 2-6/88-प्रार. ग्रा. वी.]

S.O. 2768.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby re-appointed Shri N. V. Nayak whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31-3-88 as the Chairman of Visvesvaraya Gramin Bank, Manya for a further period commencing from 1-4-88 and ending with 31-3-1990.

[No. F. 2-6/88-RRB]

नई विली, 31 अगस्त, 1988

का. आ. 2769.—प्रादेशिक ग्रामीण बैंक प्रधिकारी, 1976 (1976 का 21) की भारा 11 की उपचारा (1) द्वारा प्रवत्त विभागीय का प्रयोग करते हुए, केन्द्रीय सरकार एकददार श्री वी. हरिकृष्ण भट्ट को चिक्कालुर कोडगु ग्रामीण बैंक विकास बूर ला समाप्त नियुक्त करती है तथा 1-7-88 से प्रारंभ होकर 30-6-91 को समाप्त होने वाली अवधि को उपचारी के लिए नियुक्त करती है विनामी द्वारा श्री भट्ट प्रधिकारी के रूप में कार्य करेंगे।

[संघर्ष एक 2-11/88-प्रार. ग्रा. वी.]

वी. वी. माधुर, प्रबन्ध सचिव

New Delhi, the 31st August, 1988

S.O. 2769.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri B. Harikrishna Bhat as the Chairman of the Chikkamagalur Kodagu Grameena Bank, Chikkamagalur and specifies the period commencing on the 1-7-88 and ending with the 30-6-91 as the period for which Shri Bhat shall hold office as Chairman.

[No. F. 2-11/88-RRB]

V. B. MATHUR, Under Secy.

मुख्य आयकर भाग्यकल का कार्यालय (प्रसामन)

भ्रह्मदेश्वर, 29 अगस्त, 1988

(आयकर)

का. आ. 2770.—इस कार्यालय की प्रधिकारिता का नाम संघर्ष एक 4-2/88-89, ता. 1-4-1983 को बंशतया उपायकरित करते हुए, मुख्य आयकर आयकर (प्रसामन), अहमदाबाद एकददार यह नियोग देते हैं कि इस के नीचे दी गई अनुसूची के सम्बन्ध-2 में उल्लिखित रेंज के उप आयकर "आयकर (प्रसामन)", ऐसे "सभी व्यक्तियों तथा प्रायों के संबंध में सिवाय ऐसे सभी व्यक्ति जिनके आयकर नियोग के मामले, आयकर आयकर (प्रसामन) की अधिकारिता के सम्बन्ध में ही, आयकर का नियोग अनुसूची ने सामं 3 की "प्रधिकारिता के अनुसूचित प्रिनिशिट सफैलों, वार्ड संघ जिलों के अधीन और उल्लिखित नियोग अधिकारियों द्वारा किया जाता है, अपने कर्तव्यों पर जान फर्जी।

**OFFICE OF THE  
CHIEF COMMISSIONER OF INCOME TAX (ADM)**

Ahmedabad, 29th August, 1988

### **(Income Tax)**

S.O. 2770.—In partial modification of this office Notification F. No. D.C. (Jud.) IV-2/88-89 dated 1.4.88, the Chief Commissioner of Income-tax (Adm.), Ahmedabad, hereby directs that the Deputy Commissioner of Income-tax (Appeals) of the Range specified in Column 2 of the Schedule below shall perform his functions in respect of all persons and incomes assessed to Income-tax under the Circles, Wards and Districts and by the Assessing Officers specified against the entry in Column 3 thereof, excluding all persons assessed to Income-tax over which the jurisdiction vests in the Commissioner of Income-tax (Appeals).

## SCHEDULE

Sl. No.	Range of the Dy. Commissioner	Jurisdiction.
1	2	3
(4)	Dy. Commissioner of Income-tax (Appeals), Ahmedabad Range-4, Ahmedabad.	<p>(1) All Wards of Income-tax Officers and Circles, as existing immediately, prior to 1-4-1988 comprising in the following Circles :—</p> <ul style="list-style-type: none"> <li>(i) Circle-IV, Ahmedabad.</li> <li>(ii) Circle-VI, Ahmedabad.</li> <li>(iii) Circle-VIII, Ahmedabad.</li> </ul> <p>(2) All Assessing Officers of the Income-tax Offices and Circles comprised in item (1) above as redesignated with effect from 1-4-1988.</p> <p>(3) All Circles/Investigation Circles of Assistant Commissioners and all Wards of Income-tax Officers falling within the jurisdiction of the following Ranges of Deputy Commissioners of Income-tax :—</p> <ul style="list-style-type: none"> <li>(i) Dy. Commissioner of Income-tax, Range-4, Ahmedabad.</li> <li>(ii) Dy. Commissioner of Income-tax, Range-8, Ahmedabad.</li> </ul> <p>(4) Estate Duty-cum-Income-tax Circles, Ahmedabad.</p>
(8)	Entry 8 of the Schedule shall be 1.1.1(a).	

(8). Entry 8 of the Schedule shall stand deleted.

2. This notification shall come into force with effect from 1-9-1988.

[F. No. D.C. (Jud.)/IV-2/88-89]  
C.V. KOTHARI, Chief Commissioner of Income-tax.

## वार्तालय संचालन

नवी दिल्ली, 17 सितम्बर, 1988

का. आ. 2771:-केन्द्रीय सरकार, नियंत्रण और निरोक्षण) अधिनियम, 1963 (1963 का 23) को धारा 7 द्वारा प्रदत्त विवरणों का प्रयोग करते हुए, मैसर्स ब्रेक्स (इंडिया) लिमिटेड, पड़ी, मद्रास-600050 में विनियमित मोटर गाड़ी के पुर्जों पर्याप्ति वेक एम्बुलेंस मास्टर सिलेंडर, ल्यूप सिलेंडर, उनके पुर्जों तथा मरम्मत के सामान का नियंत्रण से पूर्व निरोक्षण करने के लिए मैसर्स ब्रेक्स (इंडिया) लिमिटेड को, जिनका रजिस्ट्रीड हॉल कार्यालय 180, भाउम्प रोड, मद्रास, 600006 में स्थित है, 13 अगस्त, 1988 से तीन मोर वर्ष की मददि के लिए का. आ. 2706 तरीख 13 अगस्त, 1984 के मनुसार प्रधिसूचित खतों के अधीन रहते हुए, अधिकरण के रूप में आवश्यक देते हैं।

[फाइल सं. 5(9)/88-इ.आई.ए.पी.]  
एस. एस. हरिहरन, निदेशक

## MINISTRY OF COMMERCE

New Delhi, the 17th September, 1988

S.O. 2771.—In exercise of powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 13-8-88 M/s. Brakes (India) Limited, having their registered office at 180, Mount Road, Madras-600006, as the agency for inspection of Automobile Spares viz. Brake assembly, Master cylinder, wheel cylinder, their parts and repair kits manufactured at M/s. Brakes (India) Ltd., Padi, Madras-600050, prior or export subject to conditions notified vide S.O. 2706 dated 13th August, 1984.

[F. No. 5(9)/88-EI&EP]  
N. S. HARIHARAN, Director

(मुख्य नियंत्रक, आयात-नियंत्रण का कार्यालय)

आवेदन

नई दिल्ली, 2 अगस्त, 1988

का. आ. 2772—मैसर्स एस. एस. एल. इन्टरप्राइजिस, ए-८, कनाट प्लैम, नई दिल्ली को आयात एवं नियंत्रण नीति (खण्ड-I) 1985-88 के पैरा 114(1) के अधीन लालक और विनी के लिए अधिसूचित पुर्जों के आयात के लिए 88,52,913/- रुपए (अट्ठासाल लालक बाबत हक्कार नहीं सी तेरह रुपए मात्र) के लिए आयात लाइसेंस सं. पी. एफ/ 1482020 दिनांक 15-10-87 दिया गया था।

2. पार्टी ने उक्त लाइसेंस की अनुलिपि प्रति जारी किए जाने के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस उक्त प्राप्त नहीं हुआ है। अपने तरफ के समर्थन में मै. एस. एस. एल., नई दिल्ली ने 1985-88 के पैरा 86 द्वारा यथा अनुसित अधिकार दाखिल किया है। शायद पक्ष में उक्तोंने बताया है कि मूल लाइसेंस उक्त प्राप्त नहीं हुआ है तथा उसे किंवद्दि भी पक्ष पर चंगाहा नहीं करता रहा गया है। अतः अधिसूचित, मूल लाइसेंस की पूरी राशि अन्याय 88,52,913/- रु. मात्र के लिए अपेक्षित है। मैसर्स एस. एस., नई दिल्ली इस बात से सहमत है और यह बचत देते हैं कि यदि उक्त लाइसेंस बाबत में प्राप्त हो जाता है तो उसे रिकार्ड के लिए इस कार्यालय को लौटा दिया जाएगा।

3. मै. सत्येन्द्र हूं कि मूल लाइसेंस सं. पी./एफ 1482020, दिनांक 15-10-87 पार्यात्मन में खो गया है। यथासंशोधित आयात नियंत्रण भावेश, 1955 विनांक 7-12-55 की उत्थारा ९(प) के 2247 GI/88—2

घंटांगत प्रदत्त प्रधिकारों का प्रयोग करते हुए मैं आयात लाइसेंस सं. पी./एफ 1482020, विनांक 15-10-87 को एतद्वारा रद्द करता हूं। पार्टी की एतद्वारा रद्द किए गए मूल लाइसेंस के बजें मैं अनुलिपि लाइसेंस जारी किया जा रहा है।

[फाइल सं. 4-एस/स्पेयरएम. 87 / प. एल. एस]

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS & EXPORTS  
ORDERS

New Delhi, the 2nd August, 1988

S.O. 2772.—M/s. S.M.S. Enterprises, A-6, Connaught Place, New Delhi were granted an import licence No. P/F/1482020 dt. 15-10-87 for Rs. 88,52,913 (Rugees Eighty eight lakh fifty two thousand nine hundred & thirteen only) for import of spares for stock & sale under para 114 (i) of Import & Export Policy (Vol. 1985—88).

2. The party has applied for issue of duplicate copy of the above mentioned licence on the ground that the original licence has not been received by them. In support of their contention, M/s. S. M. S Enterprises, New Delhi have filed an affidavit as required in para 86 of Chapter II of Hand Book of Import and Export Procedures 1985—88. In the affidavit, they have stated that they have not received the original licence and the same has not been registered with any of the ports. The duplicate licence is required for the entire amount of the original licence i.e. for 88,52,913 only. M/s. S. M. S Enterprises, New Delhi agrees and undertakes to return the said licence to this office for record, if traced later on.

3. I am satisfied that the original Licence No. P/F/1482020 dated 15-10-87 has been lost in transit. In exercise of the powers conferred under sub-clause 9(d) of Import Control Order 1955 dated 7-12-55 as amended I hereby cancel the Import Licence No. P/F/1482020 dated 15-10-1987. A duplicate Import Licence is being issued to the party in lieu of the original licence cancelled hereby.

[F. No. 4-S|Spares|AM-87|ALS]

नई दिल्ली, 12 अगस्त, 1988

का. आ. 2773—मैसर्स कंट्रोलर आफ स्टोर्स बीजल कम्पोनेंट बजैस, पटियाला-147001 को जर्मनी से एक नग ईएलबीमेक प्रिसीजन रेटेरी टेबल सफेंस ग्राहिंग मशीन के आयात के लिए 45, 10, 740 रु. (पेंटीलीस लालक, दत्त हजार, सात नो चालीस रु. मात्र) का आयात लाइसेंस सं. पी/झार/3204076 दिनांक 2-5-87 दिया गया था।

पार्टी ने अब उपर्युक्त आयात लाइसेंस की सीमांशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इन आधार पर आवेदन किया है कि लाइसेंस की मूल सीमांशुल्क प्रयोजन प्रति खो गई है। वह पूरे भूल्य के लिए सोना चुन्ना प्रातिकारी (सीमांशुल्क दर), वस्त्रह के पास पंजीकृत था। पार्टी ने आयात-नियंत्रण प्रक्रिया पुल्लक 1988-90 के प्रधान-2 के पैरा 91 में यथा अनुसित शायद-पत्र का निष्पादन किया है। सोमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति मूल लाइसेंस की पूरी राशि अन्याय 45, 10, 740/- रु. के लिए अपेक्षित है। पार्टी ने बचन दिया है कि यदि मूल लाइसेंस बाबत में मिल जाता है तो वह इस कार्यालय को सौंदर्य दिया जाएगा।

मैं सत्येन्द्र हूं कि आयात लाइसेंस सं. पी/झार/3204076, विनांक 2-5-87 की मूल सीमांशुल्क प्रयोजन प्रति लाइसेंसबाबक से खो गई है। यथासंशोधित आयात नियंत्रण भावेश, 1955, विनांक 7-12-55 को

उपर्युक्त ७(ब) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा कथित आयात लाइसेंस की सीमापूर्ण अपयोगन प्रति रु करता हूं कि उसके बड़े में पार्टी का 45,10,740/- रु. के लिए एक अनुलिपि प्रति जारी की जा रही है।

[सं. ७/आर.एन.आई./सी.ओ.एस. (डी.ई.उल्लू.)/ए.एम-८८/ए.एस.]

एन.एस. कृष्णमूर्ति, उप मुख्य नियंत्रक, आयात-नियंत्रित

कर्ते मुख्य नियंत्रक, आयात-नियंत्रित

New Delhi, the 12th August, 1988

S.O. 2773.—M/s. Controller of Stores, Diesel Components Works, Patiala-147001 were granted an Import Licence No. G/R/3204076 dated 2-5-87 for Rs. 45,10,740 (Rupees Forty five lakh Ten thousands Seven hundred and forty only) for import of One No. ELB Make Precision Rotary Table Surface Grinding Machine from West Germany.

The party has now applied for issue of a duplicate purpose copy of the above mentioned Import Licence, on the ground that the customs purpose copy of the original licence has been lost. It was registered with customs authorities (Custom house), Bombay for the full value. The party has executed an Affidavit as required under para 91 of Chapter II of Hand book of Imports & Exports, 1988-91. The Duplicate Customs purpose copy of the Import Licence is required for the entire amounts of the original licence viz. Rs. 45,10,740. The party has undertaken to return the original licence, if traced latter, to this office.

I am satisfied that the Original Customs purposes copy of Import Licence No. G/R/3204076 dated 2-5-87 has been lost by the licensee. In exercise of the Powers conferred under sub-clause 9(d) of Import Control Order 1955 dated 7-12-55, as amended, I hereby cancel the Customs Purpose copy of the said Import Licence. A duplicate copy in lieu thereof for Rs. 45,10,740 is being issued to the party.

[F. No. 9-Rly/Cos(DEW)|AM-88|ALS]

N. S. KRISHNAMURTHY, Dy. Chief Controller of Imports and Exports for Chief Controller of Imports and Exports.

संयुक्त सूच्य नियंत्रक आयात-नियंत्रित का कार्यालय, (केन्द्रीय साइंसेंस एवं एंट्री)

नई दिल्ली, 22 जून, 1988

सिस्टम अधिकारी

का.आ. 2774 -मेसर्स यू एन मी प्राइवेट लिमिटेड. मी-५, ग्रोव्हर हाईस्ट्रिट एरिया, फेज I नई दिल्ली को एक नया केसिमाइल मशीन का आयात करने के लिए 20,000/- रुपये का एक आयात लाइसेंस में प्रदान किया गया था।

ध्यावेक ने आयात नियंत्रित प्रक्रिया पुस्तक 1988-91 के वैरा 89 से 93 में अधिकारितानुसार एक शपथ पत्र प्रस्तुत किया है कि उपर्युक्त लाइसेंस का सीमापूर्ण निकासी परमिट 20,000/- रुपये के मूल्य के लिए उपयोग किया जाना कहीं गम्भीर अपर्याप्त हो गया है।

मैं सत्य हूं कि उपर्युक्त लाइसेंस का सीमापूर्ण निकासी परमिट गम्भीर अपर्याप्त हो गया है।

यथासंभोगित आयात व्यापार नियंत्रण अधिकारी, 1955 की उप धारा ९(ब) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उक्त रु. 20,000/- के सीमापूर्ण निकासी परमिट संदर्भी पी/एफ/2257952 दिनांक 28-10-87 को एतद्वारा भिरन्ति करता हूं।

ध्यावेक को प्रक्रिया पुस्तक के वैरा 89 से 93 में किए गए प्रावधान के अनुमार अप्रयोजित 20,000/- रुपये मूल्य के उपर्युक्त सीमापूर्ण निकासी परमिट की अनुलिपि जारी की जा रही है।

[का. सं. तवर्थ ११/एम-८४/एयू २/सीएसए/२०९]

#### OFFICE OF THE JOINT CHIEF CONTROLLER OF IMPORTS & EXPORTS (CENTRAL LICENSING AREA)

New Delhi, the 22nd June, 1988

#### CANCELLATION ORDERS

S.O. 2774.—M/s. You N ME Pvt. Ltd., C-5, Okhla Indl. Area, Phase-I, New Delhi were granted an import licence No. P/F/2257952 dt. 28-10-87 for Rs. 20,000 for import of One No. Facsimile machine.

The applicant has filed an affidavit as required under paragraph 89 to 93 of Hand Book of Import & Export Procedure 1988- 91 stated that CCP of the above mentioned licence has been lost/misplaced without having been utilised Rs. 20,000.

I am satisfied that the CCP of the above mentioned licence has been lost/misplaced.

In exercise of the power conferred on me under sub-clause 9(d) of the Import Trade Control 1955 as amended upto date, the said CCP of the licence No. P/F/2257952 dt. 28-10-87 for Rs. 20,000 is hereby cancelled.

The applicant is now being issued duplicate of the CCP of above licence for unutilised value of Rs. 20,000 in accordance with the provision of para 89 to 93 of Hand Book.

[File No. Adhoc/91/AM. 88/AU-II-CLA-299]

नई दिल्ली, 18 जून 1988

का.आ. 2775---मैं नई दिल्ली प्रावधान दूल्स प्रा. लि. वी-११, कालगांवी, नई दिल्ली को ०.०९२ ईव 20000 रुपये की आई साईज के ३ रोल बायर इस्यादि के आयात का 2,23,830 रुपये का अग्रिम लाईसेंस स. 2444549 दिनांक ३-६-८७ तथा ई ई सं. खु. में ००१३१९ दिनांक ३-८-८७ प्रदान किया गया था।

मैं नया कथित किया है कि लाईसेंस किसी भी पोर्ट पर पंजीकृत कराये जाना दोहरी कही अस्यानस्थ हो गया है / छो गया है।

प्रक्रिया पुस्तक 1988- 91 के वैरा 89-93 के अनुसंधान अपेक्षित उपर्योग कथन के समर्थन में कर्दं नं एक शपथ पत्र दाखिल किया है। मैं सत्य हूं कि लाईसेंस की भूल प्रति यो गयी है। इव तक यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-55 के भाग ९ (डी) के अनुसार नाम प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा विधिन भार्मिंग की भूल प्रति के नियमन का आदेश देता हूं।

प्रक्रिया पुस्तक 1988- 91 के वैरा 89-93 के अनुमार ध्यावेक के केस में लाईसेंस की अनुलिपि जारी करते पर विवार किया जायेगा बगले कि अपोहस्तकारों का संतुष्टी के लिए वह नियंत्रित दस्तावेज प्रस्तुत करें।

[का. सं. स्वेशन/ईम्प/२१/ए.एम-८७/एएल एस-१/सीएस भ

New Delhi, the 18th July, 1988

S.O. 2775.—M/s. Flowell Oil Tools Pvt. Ltd., B-91, Kalkaji, New Delhi was granted advance licence No. 2444549 dated 3-6-87 for Rs. 2,23,970 and DEEC Book No. 001319 dated 3-6-87 for the Import of 2 rolls of 20000 ft. of 0.092" size API Wire etc.

The firm have reported that the licence has been misplaced/lost without having been registered with any port

The firm have filed an affidavit in support of the above statement as required under para 89-93 of Hand Book of Import Export Procedure 88-91. I am satisfied that the original licence has been misplaced.

In exercise of the power confirmed on me under section 9(d) of the Import (Control) order, 1955 dated 7-12-55 as amended upto date I hereby order cancellation of the said original licence.

The applicant's case will be considered for the issue of duplicate licence in accordance with para 89-93 of Hand Book of Import Export Procedure 88-91 and subject to production of prescribed documents to the satisfaction of the undersigned.

[F. No. SPL|IMP|21|AM-87|ALS-I|CLA]

नहीं विल्सो, 29 अगस्त, 1988

का. प्रा. 2776—मैसेंस फ्लोवेल आयल ट्रूस प्रा. लि., भी-91 कालकाजी नहीं विल्सो को फ्लॉट्सिशन एच एम डी इस्यारि के आयात के लिए 1,59,547 रु. का अधिकार लाईसेंस नं. 2444488 दिनांक 20-4-87 तथा डी ई ईटी बुक नं. 001226 प्रदान की गई थी।

फर्म ने सुनिश्चित किया है कि लाईसेंस किसी भी पार्ट पर पंजीकृत किय जिना ही अस्यानस्थ हो गया है / जो गया है।

फर्म ने प्रक्रिया पुस्तक 88-91 के वैरा 89-93 के अस्तर्याम प्राप्तिकार उप रोकन कथन के समर्थन में एक घावय पत्र द्वारा दिया है।

अब तक यातांगोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-55 के भाग 9 (ध) के अस्तर्याम प्रदत्त अधिकारों का प्रयोग करते हुए, मैं एतद्वारा कथित लाईसेंस की मूल प्रति को रद्द करने का आदेश करता हूँ:

प्रक्रिया पुस्तक 88-91 के वैरा 89-93 के अस्तर्याम प्राप्तिकार के किस में लाईसेंस की अनुलिपि जारी करने पर विचार किया जायेगा तथा अधोदत्ताकारित की संतुष्टि के लिए निर्धारित दस्तावेज प्रस्तुत करने होंगे।

[का. सं. स्पेशल इम्प / 44 /एम-86/ए. एल एस- 1/सी एस १]

मिरी राम जोहर, उप मुख्य नियंत्रक आयात नियंत्रित होते संयुक्त, मुख्य नियंत्रक आयात नियंत्रित

New Delhi, the 29th August, 1988

S.O. 2776.—M/s. Flowell Oil Tools Pvt. Ltd., B-91, Kalkaji, New Delhi was granted advance licence No. 2444488 dated 20-4-87 for Rs. 1,59,547 and DEEC Book No. 001226 for Import of Frunk Transmission-HMD etc.

The firm have reported that licence has been misplaced/lost without having been registered with any port.

The firm have filed an affidavit in support of the above statement as required under para 89-93 of Hand Book of Import Export Procedure, 88-91. I am satisfied that the original licence has been misplaced.

In exercise of the power confirmed on me under section 9(d) of the Import (Control) order, 1955 dated 7-12-55 as amended upto date I hereby order cancellation of the said original licence.

The applicant's case will be considered for the issue of duplicate licence in accordance with para 89-93 of Hand Book of Import Export Procedure 88-91 and subject to production of prescribed documents to the satisfaction of the undersigned.

[F. No. SPL|IMP|44|AM-86|ALS-I|CLA]

S. R. JOHAR,

Dy. Chief Controller of Imports & Exports  
For Jt. Chief Controller of Imports & Exports

विदेश मंत्रालय

नहीं विल्सो, 5 अगस्त, 1988

का. प्रा. 2777—राजनयिक और कीसली अधिकारी (प्रथम और कूल्ह) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अनुकूल (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायाग अमेका में सहायक एस के शर्मा को 12-7-1988 से कौमुदी एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी 4330 /1 /88]

जी. जगन्नाथन, उप सचिव (कौमुदी)

## MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 5th August, 1988

S.O. 2777.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri S. K. Sharma in the HCI Jamaica to perform the duties of Consular Agent with effect from 12th July, 1988.

[No. T. 4330/1/88]

G. JAGANNATHAN, Dy. Secy. (Consular)

उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नहीं विल्सो, 31 अगस्त, 1988

का. प्रा. 2778—एकाधिकार तथा अवरोधक व्यापारिक अवधारा अधिनियम, 1969 (1969 का 54) की धारा 26 की उपायाकृति (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा एकाधित हांटल्स लिमिटेड, जिसका पंजीकृत कार्यालय भीकाजी कामा लेस, रिंग रोड, नहीं विल्सो-110066 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, जोकि उक्त उपकरण ऐसे उक्तमात्र में से है जिनपर उक्त अधिनियम के प्रधाय-3 के भाग के प्रधाय के उपकरण अब लागू नहीं होते हैं (पंजीकरण संख्या 1746/84)

[सं. 16 /12 /88 एम. -III]

केवल कृष्ण, अवर सचिव

## MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 31st August, 1988

S.O. 2778.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Asian Hotels Ltd. Bhikaji Cama Place, Ring Road, New Delhi-110066 the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 1746/84).

[No. 16/12/88-M. III]  
KEWAL KRISHAN, Under Secy.

## लोक उद्यम विभाग

नई दिल्ली, 7 सितम्बर, 1988

का.आ. 2779.—फैक्ट्रीय सरकार, सरकारी स्थान (प्राधिकारीयों की वेष्याओं) प्रधिनियम, 1971 (1971 का 40) की घारा 3 इतर प्रदत्त शर्तों का प्रयोग करते हुए भारत के राजपत्र वाग 2, खण्ड 3, उपखण्ड (ii) में प्रकाशित भारत सरकार के उद्योग मंत्रालय (लोक उद्यम विभाग) की अधिसूचना से, का.आ. 692, तारीख 8 फरवरी, 1988 का निम्नलिखित समीक्षन करती है, प्रयातः—

उक्त अधिसूचना की मर 11 और उसके संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अनुस्थापित, किंवा जाएगा, प्रयातः—

अधिकारी का पदान्वित

सरकारी, स्थान का प्रवर्ग और  
अधिकारिता की स्थानीय सीमाएँ

(1)

(2)

12. निम्नलिखित के प्रशासनिक कोई सरकारी स्थान जिसमें ऐसी प्रबन्धक (सिविल)/प्रशासनिक अधिकारी :-  
 - नियमित कार्यालय, बैंगलोर,  
 - मशीनी औजार निवेशालय,  
 - और इसका विपणन प्रभाग,  
 - घड़ी निवेशालय और इसका विपणन प्रभाग,  
 - छायियां मशीनी कार्कार समूह निवेशालय  
 प्रभाग

- जो निम्नलिखित के हैं या आवा सीमा/कार्यालयी और अन्य वास सुविधा के लिए उसके इतर पट्टे पर किए गए हैं या दिए गए हैं:-  
 - एच एम टी नियमित कार्यालय  
 बैंगलोर, या मशीनी औजार निवेशालय  
 -घड़ी निवेशालय,

1 साधारण हजारियरी उत्पाद कार्कार समूह निवेशालय, और इसका विपणन प्रभाग। जिसके प्रत्यर्थी संबंधित नियोगी को सेवीय/विपणन प्रभाग/प्रदर्शन करती है।

2 -हायि मशीनी कार्कार समूह निवेशालय  
 -साधारण हजारियरी उत्पाद कार्कार समूह निवेशालय और उसके अपने अपने क्षेत्रीय कार्यालय  
 -विपणन प्रभाग।

-निम्नलिखित स्थानों में स्थित प्रकर्षनी कला :-

बैंगलोर, दुमकुर, पिंजीर, कलाम-ए-सरी हैदराबाद, अजमेर, मुम्बई, पुणे, लागपुर, अहमदाबाद, भोपाल, जलबलपुर, जयपुर, नई दिल्ली, चंडीगढ़, कानपुर, कल कता, रोडी, मद्रास, कोयम्बटूर, पंचकुल, मोहाली, फरीदाबाद, गोरीगंगा, भुवनेश्वर, दमण, सखनक, पटना, सहारनपुर, श्रीगंगानगर, एरंकुलम, श्रीनगर, रानी बाग, भिलाई, हंडीर, आगरा, करनाल, गुवाहाटी, सिलिगुड़ी, कोबीन, और विजय-बाड़।

इसको ऐसी बासनुविधा भी सम्मिलित है जो भविष्य में भी जाएगी।

[फाइल सं. 1473 /85/एम टी/पी ई-एक्स] श्री. भार. प्रभाकर, संपूर्ण सचिव

## DEPARTMENT OF PUBLIC ENTERPRISES

New Delhi, the 7th September, 1988

S. O. 2779.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Industry (Department of Public Enterprises) No. S.O. 692, dated the 8th February, 1988 published in the Gazette of India Part II, Section 3, Sub-section (ii), namely :—

In the said notification, after item 11 and the entries relating thereto, the following shall be inserted, namely :—

Designation of the Officer	Category of public premises and local Units of jurisdiction.
(1)	(2)
12. Administrative Manager/Manager(Civil)/Administrative Officer of the —Corporate Office, Bangalore, —Machine Tools Directorate and its Marketing Division —Watch Directorate and its Marketing Division —Agricultural Machinery Business Groups Directorate and its Marketing Division —General Engineering Products Business Group Directorate and its Marketing Division	Any premises including land and building belonging to or taken no lease or leased out for residential/office and other accommodation by —HMT Corporate Office Bangalore or Machine Tools Directorate Watch Directorate —Agricultural Machinery Business Group Directorate General Engineering Products Business Group Directorate and their respective Regional Offices —Marketing Division

(1)

(2)

Inclusive of Regional/Marketing Division>Showrooms of respective Directorates.

—Showrooms presently situated at Bangalore, Tumkur, Pinjore, Kalamassery, Hyderabad, Ajmer, Bombay, Pune, Nagpur, Ahmedabad, Bhopal, Jabalpur, Jaipur, New Delhi, Chandigarh, Kanpur, Calcutta, Ranchi, Madras, Coimbatore, Panchkula, Mohali, Faridabad, Aurangabad, Bhubaneshwar, Daman, Lucknow, Patna, Saharanpur, Sriganganagar, Ernakulam, Srinagar, Ranibagh, Bhilai, Indore, Agra, Karnal, Guwahati, Siliguri, Cochin and Vijaywada.

Including accommodation to be taken in future.

[File No. 14-3/85/MT/PE-X]  
B. R. PRABHAKARA, Jt. Secy.

### पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 अगस्त, 1988

का. ना. 2780—यह : पेट्रोलियम पाइपलाईन (भूमि में उपयोग के अधिकार का व्यवस्था) प्रधिनियम 1963 की वारा 6 की उपचारा (i) के अंतर्गत आरोग्य भारत सरकार की प्रधिसूचना और उसके साथ संलग्न प्रधिसूची में यथाप्रकृति के द्वारा के महाराष्ट्र राज्य के जिला रायगढ़ के अंतर्गत तहसील खालापुर के निगड़ोली गांव शामिल है। बम्बई से पूरा पेट्रोलियम के इसके साथ संलग्न परिस्थित में विनियित भूमि में उपयोग के अधिकार का व्यवस्था है।

यह : हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई में उपर्युक्त प्रधिनियम की वारा 8 में निहित पाइप लाइन क्षेत्री प्रधालन कार्य निगड़ोली गांव के जौती में शुरू हिया था। और वह कार्य विलोक 27 मार्च 1987 से बंद कर दिया है।

यह : भ्रष्ट समय प्राधिकारी पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकार का व्यवस्था) नियम 1963 के नियम 4 के अधीन का व्यवस्था एवं व्यवहार अक्त तिथि को दूसरी कार्य सम्पत्ति की तिथि के दूर से प्रधिसूचित करते हैं।

निगड़ोली गांव, तहसील खालापुर, जिला रायगढ़, महाराष्ट्र  
बम्बई-पूर्व पाइप लाइन दूसरी कार्य की समाप्ति

मंत्रालय का नाम	गांव	का. ना. सं. नोटीफिकेशन	भारत के राजपत्र में प्रकाशन की तिथि	दूसरी कार्य समाप्ति की तिथि
1	2	3	4	5
पेट्रोलियम और प्राकृतिक गैस मंत्रालय	निगड़ोली	3871	15 नवम्बर, 1986	27 मार्च, 1987
		O-12016/31/82-प्र०१		

[सं. O-12016/31/82-प्र०१]

### MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 23rd August, 1988

S.O. 2780.—Whereas by the notification of Government of India as shown in the Schedule appended hereto and issued under Sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the right of user has been acquired in the land specified in the schedule appended hereto for laying the Bombay-Pune Pipeline for the transport of Petroleum products from the Village in Nigdoli in Khalapur Taluka, Distt. Raigad, State Maharashtra.

And whereas the Hindustan Petroleum Corporation Ltd. Bombay had undertaken the work of repairs of the Pipeline in the said land as per Section 8 of the said Act, and has been terminated the said operation of repairs to the Pipeline on 24th and 27th March, 1987.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1963, the Competent Authority hereby notifies the said dates of termination of operation of repairs to the above pipeline.

### SCHEDULE

Termination of operation of repairs to the pipeline in the Village Nigdoli.  
Taluka : Khalapur

District : Raigad

Name of Ministry	Village	S.O. No.	Date of publication in the Gazette of India, (Corrigendum)	Date of termination of operation of repairs to the pipeline
1	2	3	4	5
Petroleum and Natural Gas	Nigdoli	3871	15th November, 1986	27th March, 1987

O-12016/31/82-Prod-I

[No. O-12016/31/82-Prod.]

का. आ. 2781.—यतः पेट्रोलियम पाइपलाईन (भूमि में उपर्योग के प्रधिकार का संर्जन) प्रधिनियम, 1963 की धारा 8 की उपचारा (i) के अन्तर्गत जारी पारत सरकार की अधिकृतना और उसके साथ संलग्न अनुभूति में दोनों प्रवासित के द्वारा महाराष्ट्र राज्य के जिला रायगढ़ के अन्तर्गत तहसील खालापुर के लोधिवाली और 2. धारणी गांव शामिल हैं। बम्बई से पूरा तक पेट्रोलियम के परिचहन के लिए उपके साथ संलग्न परिशिष्ट में निविष्ट भूमि में उपर्योग के प्रधिकार का संर्जन किया गया है।

यतः हिन्दुस्तान पेट्रोलियम कंपनी रेपोर्ट नियम द्वारा 8 में निविष्ट पाइपलाईन दुरुस्ती प्रवालन कार्य सोधिवाली और धारणी गांव के द्विसी में मुकु किया था और वह कार्य दिनांक 24 मार्च और 27 मार्च 1987 से बंद कर दिया है।

प्रत. अब यशस्प प्रधिकारी पेट्रोलियम पाइपलाईन (भूमि में उपर्योग के प्रधिकार का संर्जन) नियम 1963 के नियम 4 के अन्तर्गत एक वार्षिक उभत तिथि को दुरुस्ती कार्य समिति के रूप में अधिसूचित करते हैं।

#### अनुसूची

1. सोधिवाली 2. धारणी गांव तहसील खालापुर, जि. रायगढ़, महाराष्ट्र

#### बम्बई पूरा पाइप लाइन दुरुस्ती कार्य की समाप्ति

मंत्रालय का नाम	गांव	का. आ. स.	भारत सरकार के राजपत्र में प्रकाशन की तिथि	दुरुस्ती कार्य समाप्ति की तिथि
1	2	3	4	5
पेट्रोलियम और प्राकृतिक गैस	1. सोधिवाली 2. धारणी	3302 O-12016/30/82-प्रोड O-12016/30/82-प्रोड	27 सितम्बर, 1986 27 सितम्बर, 1986	24 मार्च, 1987 27 मार्च, 1987

[स. O-12016/30/82--प्रोड]  
सी. एस. गिरोट्रा, प्रबर सचिव

S.O. 2781.—Whereas by the notification of Government of India as shown in the Schedule appended hereto and issued under Sub-section (i) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 the right of user has been acquired in the land specified in the schedule appended hereto for laying the Bombay-Pune Pipeline for the transport of Petroleum Products from the Villages in Lodhiwali and Dharani in Khalapur Taluka, Distt. Raigad, State Maharashtra.

And whereas the Hindustan Petroleum Corporation Ltd. Bombay had undertaken the work of repairs of the Pipeline in the said land as per Section 8 of the said Act, and has been terminated the said operation of repairs to the Pipeline on 24th and 27th March, 1987.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act 1963; the Competent Authority hereby notifies the said dates of termination of operation of repairs to the above pipeline.

#### SCHEDE

#### Termination of operation of repairs to the pipeline in the Village

(1) Lodhiwali (2) Dharani.

Name of Ministry	Village	S.O. No.	Date of publication in the Gazette of India (Corrigendum)	District : Raigad
		Notification No.		Date of termination of operation of repairs to the pipeline
1	2	3	4	5
Petroleum and Natural Gas	(1) Lodhiwali	3302 O-12016/30/82-Prod	27th September, 1986	24th March, 1987
	(2) Dharani	3302 O-12016/30/82-Prod.	27th September, 1986	27th March, 1987

(No. O-12016/30/82-Prod.)  
C. L. GIROTRA, Under Secy.

## ऊर्जा भवालय

(प्रियुत विभाग)

नई दिल्ली, 29 अगस्त, 1988

का. आ. 2782.—पंजाब पुर्नगंठन अधिनियम, 1966 (1966 की 31) की धारा 79 की उपधारा (2) के खण्ड (क) द्वारा प्रदत्त मिक्षित का प्रयोग करते हुए केवल सरकार एतद्वारा श्री इन्दरजीत सिंह कलड़ा महाप्रबंधक, जल विधुत, पंजाब राज्य विज्ञान बोर्ड को 3 अगस्त, 1988 (पूर्णाह्न) से जब तक वे अधिकारिता की भावु प्राप्त नहीं कर सकते हैं, श्री मार्गिन सिंह गेहाल, सेवानिवृत्त के स्थान पर नियुक्त करती है।

[सं. 1/13/87-डी(बी.एण.ओ.)]  
के. सी. गेहानी, निदेशक

## MINISTRY OF ENERGY

(Department of Power)

New Delhi, the 29th August, 1988

S.O. 2782.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 79 of the Punjab Reorganisation Act, 1966 (31 of 1966), the Central Government hereby appoints Shri Inderjit Singh Kalra, General Manager, Hydel, Punjab State Electricity Board as whole-time Member in Bhakra Beas Management Board with effect from 3rd August, 1988 (FN) till he attains the age of superannuation vice Shri Nagin Singh Grewal, retired.

[No. 1/13/87-D(B&B)]  
K. C. GEHANI, Director

(कोपला विभाग)

नई दिल्ली, 1 सितम्बर, 1988

का. आ. 2783.—केंद्रीय पर्यावरण, कोयला वारक भेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त उकियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 21 नवम्बर, 1987 के पृष्ठ 4113 से 4115 पर प्रकाशित, भारत सरकार के ऊर्जा भवालय (कोपला विभाग) की प्रविशुवचा सं. का आ 3242, तारीख 30 अक्टूबर, 1987 का विवरण करती है।

[सं. 43015/23/85-गीव/एसएसडब्ल्यू]  
बी. वी. यश, अवत. मिक्षित

(Department of Coal)

New Delhi, the 1st September, 1988

S.O. 2783.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O. 3242 dated the 30th October, 1987, published at page 4113 to 4115 in part II, Section 3, Sub-Section (ii) of the Gazette of India dated the 21st November, 1987.

[No. 43015/23/85-CA/LSW]  
B. B. RAO, Under Secy.

वस्त्र भवालय

(अस्त्र उद्योग मिक्षित)

नई दिल्ली, 31 अगस्त, 1988

का.आ. 2784.—वस्त्र उद्योग मिक्षित अधिनियम, 1963 (1963 का क्रमांक 41) की धारा 23 को कि इस अधिनियम की धारा 4 की

उपधारा (2) वर्ग (सी), (डी) एवं (इ) के नाथ पड़ती है, के अधीन स्वयं की प्रदान की गई उकियों का प्रयोग करते हुए वस्त्र उद्योग समिति केन्द्रीय सरकार की पूर्वानुमति /से ऊनी, वस्टेड, एवं मिक्षित ऊनी एवं वस्टेड वस्त्र जांच नियम, 1969 मिम्न मांगीदार विनियम बनाती है :—

(1) (1) ये विनियम ऊनी वस्टेड एवं मिक्षित ऊनी एवं वस्टेड वस्त्र जांच (संस्थान) विनियम, 1986 कहनायेंगे।

(2) ये विनियम मटकारी राजपत्र में प्रकाशित होने के बिना ही लागू होंगे।

2. ऊनी, वस्टेड एवं मिक्षित ऊनी एवं वस्टेड वस्त्र जांच विनियम 1969 की उपधारा (टी) विनियम 2, के बाद निम्न विनियम जोड़े जो कि :—

(टी) माल निष्क्रियही मिलमेड/पाथरनूम सभी ऊनी या मिक्षित ऊनी या वस्टेड फैब्रिक उनमें से 3.2 मीटर लम्बाई वाले टकड़े तथा इडल्स्ट्रीयल फैब्रिक छोड़कर।

पाद टिप्पणी :—

1. अधिकृतवान क. एम. ओ. दिनांक 25-9-1972

2. अधिकृतवान क. एम. ओ. दिनांक 6-3-1975

3. अधिकृतवान क. एम. ओ. 4763 दिनांक 12-10-1985।

[क 80(18)/85-प्रशासन]

आर.के. कपूर, सरकारी सचिव

## MINISTRY OF TEXTILES

(Textile Committee)

New Delhi, the 31st August, 1988

S.O. 2784.—In exercise of the powers conferred on it under Section 23 read with sub clauses (c), (d) & (e) of sub-section (2) of section 4 of the Textiles Committee Act, 1963, (41 of 1963), the Textiles Committee, with the previous sanction of the Central Government, makes the following regulations to amend the 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection Regulations, 1969', namely :—

1. (1) These Regulations may be called 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection (Amendment) Regulations, 1988'.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection Regulations 1969' for sub-regulation (d) of regulation 2, the following shall be substituted, namely :—

'(d) 'Material' means Millmade/powerloom, all wool or mixed woollen or worsted fabrics excluding piece goods below 3.2 metres in length and industrial fabrics'.

FOOT NOTE.—Subsequently amended by.

(i) Notification No. S.O. dt. 25-09-1972.

(ii) Notification No. Nil dt. 06-03-1975.

(iii) Notification No. S.O. 4768 dt. 12-10-1985.

[No. 80(18)/85-Adm.]

R. K. KAPOOR, Member-Secy.

हिंदी मंत्रालय  
(हिंदी और संस्कृत विभाग)  
नई दिल्ली, 30. अगस्त, 1988

का.धा. 2785.—पशुधन प्रायात प्रधिनियम, 1898 (1898 का 9) की धारा 2 के बंद (ब) तथा धारा 3 की उपधारा-1 द्वारा प्रदत्त संबिलों का प्रयोग करते हुए, केन्द्रीय सरकार इच्छात्मक में हाल ही में फैले एकी इफ्सलूस्ट्रा की देखते हुए एतद् द्वारा इस प्रधिसूचना के जारी होने की विधि से छः माह की वधिक के लिए बहु से मुद्रवाचकम् और मूल स्टाक तथा सेने वाले प्रणाली सहित भारत में कुश्ट्रीट के प्रायात करने पर प्रतिबन्ध लगाती है।

[सं. 50-4/84-एल.डी.टी. (ए.प्यू.)]

**MINISTRY OF AGRICULTURE**  
**(Department of Agriculture and Cooperation)**

New Delhi, the 30th August, 1988.

S.O. 2785.—In exercise of powers conferred by Clause (b) of Section 2 and Sub-Section (1) of Section 3 of Livestock Importation Act, 1898 (9 of 1898), the Central Government hereby prohibit for a period of six months from the date of issue of this Notification, the import into India of Poultry including pureline and grant parent stock and hatching eggs from Israel in view of the recent outbreak of avian influenza in that country.

[No. 50-4/84-LDT (AQ)]

का.धा. 2786.—इस विभाग की तारीख 11 अप्रैल, 1988 की समसंबंधक प्रधिसूचना के अनुक्रम तथा पशु प्रायात प्रधिनियम, 1898 (1898 का प्रधिनियम 9) के बंद 3 उपबंद (1) विभाग पशु प्रायात (संशोधन) प्रधिनियम, 1953 का प्रधिनियम (1) द्वारा संबोधन किया गया था, द्वारा संबिलों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भागामी आवेदन और होने तक पू.के., अमरीका कांस, जर्मन संघीय गणराज्य, आयरलैंड, इटली, आस्ट्रिया, डेनमार्क, फ्रांसील, यूगोस्लाविया, बेल्जियम और नार्वे प्रथवा किसी प्रथ्य देश से विभाग भारत में प्रायात किए जाने वाला इच्छात्मक स्टाक केवल 7 वर्ष की आयु वाले बछड़ों और सांडों तथा 5 वर्ष की आयु वाले प्रसवशीलकों (फोलीज) विभाग कर्मी में सभी नहीं कराया जाया है और जो प्रजनक स्टाक के सम्पर्क में नहीं रहे हैं, को ओडकर ऊपर निविष्ट देखों में वेवा हुआ हो, प्रथवा पाला गया हो प्रथवा ने प्रायात किए जाने से शीघ्र पहले यत 12 महीनों के बीचारन उन देखों में से जाएं गए हों, इच्छात्मक पशुओं के प्रायात पर प्रतिबन्ध लगाती है, बतात कि

(क) प्रधिनियम के प्रत्यर्गत विनियिष्ट आवश्यकताओं के प्रतिरक्षित पूरा प्रायवजातीय पशुओं के साथ प्रधिकृत पशु विकिर्ता का इस प्रायय का पशु विकिर्ता संबंधी एक स्वास्थ्य प्रमाणपत्र हो कि पशुगत एक वर्ष के बीचारन प्रजनक स्टाक के सम्पर्क में नहीं रहा है और इन पशुओं के विगच्छ तथा भूतक्षार (योनि और सरविक्स) से सकल की गई फरेरी मात्रक संबंधितिक और सीरम संबंधी पद्धतियों द्वारा व्याधि विषयक सूक्ष्म प्रणुओं, विशेषकर होमोफ़िलियम इन्वीजेनोटेलिस के लिए निर्यात हेतु पोत रोहण से पूर्व 30 दिनों के अन्वर निरस्तर तीन परीक्षण करने पर नकारात्मक पाई गई है;

(ब) भारत में प्राप्त किए जाने पर आयातित पशुओं को सरकारी संशोधन केन्द्र प्रथवा हाँहि मंत्रालय द्वारा विशेष रूप से स्वीकृत परिसर में 30 दिन तक प्रायग रखा जाएगा। संशोधन की वधिक के बीचारन आयातित प्रायवजातीय पशुओं की दो माप्तता

प्राप्त प्रयोगशाला में सान्तातिक अंतराल पर निरस्तर तीन बार जीवाणु, और तीरम संबंधी संबंधितिक जांच की जाएगी और संशोधन प्रायवजातीय सैट्रिएटित (कार्बो-जिवेस इक्साइजि सैट्रिएटिस) रोग के लिए नकारात्मक विषयत किए जाने के बाद ही इन पशुओं की प्रथ्य पशुओं के साथ मिलने दिया जाएगा; और

(ग) जांहा तक उन देखों से प्रथव का प्रायात करने का संबंध है, जहां प्रथव के संसर्गज से ग्राहित पेशी-जीव संक्रमक नहीं होता, प्रायात करने की अनुमति तभी वी आयोगी भगवर विषय-पत्र प्रथव प्रायात करने से तत्काल पहले प्रथवा जग्म से, जो भी बाद में हो, वी वर्ष से उबत देख में रहा हो।

[सं. 50-22/77-एल.डी.टी. (एल.ए.प्यू. (बंड-2))]

भारत कम्हीर, भारत सर्विद

S.O. 2786.—In continuation of this Department's notification of even number dated 11th April, 1988 and in exercise of the powers conferred by sub-section (i) of Section 3 of the Live Dock Importation (Act, 1898) as amended by the Livestock Importation (Amendment) (Act 1953) the Government of India hereby extend until further order the ban on import into India of Equine species of Animals from the United Kingdom, the United States of America, France, the Federal Republic of Germany, Japan, Italy, Austria, Denmark, Brazil, Yugoslavia, Czechoslovakia, Sweden and Norway or from any other country whose equine stock meant for import into India had originated from or been reared in or visited any of the above specified countries during the immediate past twelve months prior to importation, except colts and stallions upto seven years and fillies upto five years of age which have never been mated and have not been in contact with the breeding stock, provided that :

(a) In addition to the health requirements specified under the Act, the young equines are accompanied by a Veterinary Health Certificate from an authorised veterinarian that the animals have not been in contact with the breeding stock during the last one year and that the swabs collected from prepuce, Urethra/Vagina, Carvix of these animals were found negative for pathogenic micro-organisms specifically Haemophilus equigenitalis, by standard culture and serological methods on three consecutive testing during the 30 days immediately prior to embarkation for export ;

(b) On receipt in India such imported animals are kept in Quarantine for a minimum period of 30 days at the Government Quarantine Station or the premises specially approved by the Ministry of Agriculture for that purpose. During this Quarantine period, the imported equines shall be subjected to bacteriological and serological examination by recognised laboratories on three consecutive occasions conducted at weekly intervals and shall be permitted to mix with other stock only when declared negative for contagious equine metritis infection ; and

(c) In so far as import of equines from countries free from contagious equine metritis infection such imports shall be permitted only if the equine in question had been stationed in that country since the two years immediately prior to the import or since birth whichever is later.

[No. 50-22/77-LDT(LH-AQ) Part-II]

R. KANDIR, Under Secy.

जल भूत्सल परिवहन मंत्रालय

(भ्रम प्रभाग)

नई दिल्ली, 1 सितम्बर, 1988

का.धा. 2787.—विभागापत्रम् प्ररजिस्ट्रीकृत डाक कर्मकार (नियोजन का विभाग) स्थीर, 1968 का और संशोधन करने के लिए ८ क स्थीर का निम्नसंक्षिप्त प्राप्त, जिसे केन्द्रीय सरकार, डाक कर्मकार

(नियोजन वा विनियमन) शक्तिवाहन, 1948 (1948 का 9) की धारा 4 की उपवाहना (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए; बनाना आही है, उस उप धारा की अवेक्षातुसार ऐसे सभी अधिकारों की जानकारी के लिए प्रबोधित किया जाता है, जिन के उस से प्रबोधित होने की संभावना है और इस के द्वारा यह सूचना वी जाती है कि उक्त प्रारूप द्वारा उस तारीख से, जिस को उस राजपत्र की प्रतियाँ जिस में यह अधिसूचना प्रस्तुति है, जनता को उपलब्ध कर दी जाती है, 45 दिन की अवधि की समाप्ति पर या उसके पश्चात् विचार किया जाएगा।

किन्तु ऐसे आवेदी या सुझावों पर, जो उपर्युक्त अवधि की समाप्ति में पहले उक्त प्रारूप की बाबत किसी अवधि से प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

### प्रारूप स्कीम

1. (1) इस स्कीम का संक्षिप्त नाम विशाखापत्नम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1988 है।

(2) यह राजपत्र में अंतिम प्रकाशन की तारीख को प्रवृत्त होगी।

2. विशाखापत्नम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम 1968 में,--

(i) खंड (3) के उपखंड (d) में “बोर्ड” शब्द के स्थान पर “अध्यक्ष” शब्द रखा जाएगा,

(ii) खंड 6 में,--

(क) उपखंड (g) में, “सूचीबद्ध नियोजकों और” शब्दों का लोप किया जाएगा।

(ख) उपखंड (g) में “समायोजन करने” शब्दों का लोप किया जाएगा,

(iii) खंड 7 में, उपखंड (g) का लोप किया जाएगा,

(iv) खंड 9 के उपखंड (1) में, मद (c) के स्थान पर निम्नलिखित मद रखी जाएगी, प्रथमतः--

“(c) नए नियोजकों के सूचीबद्ध करने पर विचार करना;”

(v) खंड 15 में,--

(क) उपखंड (3) और (4) में,--

(1) “बोर्ड” शब्द के स्थान पर, जहाँ कहीं यह आता है, “अध्यक्ष” शब्द रखा जाएगा,

(2) “यह” शब्द के स्थान पर जहाँ कहीं यह आता है “अह” शब्द रखा जाएगा,

(ख) उपखंड (5) में, भट्टक बोर्ड “बोर्ड” शब्दों के स्थान पर “अध्यक्ष” शब्द रखा जाएगा,

(vi) खंड 22 में, उपखंड (7) के पश्चात् निम्नलिखित उपखंड प्रत्यापित किया जाएगा, प्रथमतः--

“(8) कोई सूचीबद्ध नियोजक बोर्ड द्वारा नियोजक के रूप में सूचीबद्ध करने में या करने के अवधीन किसी हित या फायदे की अधिकार के लिखित रूप में प्रत्यानुमोदन के बिना किसी अन्य अधिकार को समानुदेशित, अस्तरित नहीं करेगा या किसी रीत से उससे अन्य नहीं होगा।”;

(vii) खंड 32 के उपखंड (2) की मद (ख) में, “बोर्ड” शब्द के स्थान पर जहाँ कहीं यह आता है, “अध्यक्ष” शब्द रखा जाएगा,

(viii) खंड 33 के स्थान पर निम्नलिखित खंड रखा जाएगा, प्रथमतः--  
“33. नियोजक द्वारा अपील।-(1) कोई सूचीबद्ध नियोजक, जो खंड 32 के प्रधीन किसी अवैश्य से अधिक है, निम्नलिखित को अपील कर सकेगा,--

(क) उपायक को, यदि आदेत खंड 32(1)(1) के अधीन कार्यक्रम अधिकारी द्वारा किया गया था, या

(ख) अध्यक्ष को, यदि आवैश्य खंड 32(2) (क) के अधीन उपायक द्वारा उसके मूल आवैश्य स्वरूप में किया गया था, या

(ग) केन्द्रीय सरकार को, यदि आवैश्य खंड 32(2)(ख) के अधीन अध्यक्ष के अनुमोदन से उपायक द्वारा किया गया था।

(2) कोई अधिकार, जो खंड 15 के अधीन उत्तरे विश्वद गिर गए किसी आवैश्य से अधिक है, आवैश्य प्राप्त होने के 30 दिन के भीतर केन्द्रीय सरकार को लिखित रूप में अरोत कर सकेगा। परन्तु केन्द्रीय सरकार, नेतृत्व करणीयों से, 30 दिन की समाप्ति के पश्चात् की गई अपील स्वीकार कर सकेगी।

(3) उपखंड (1) में निर्विविष्ट प्रत्येक अपील लिखित रूप में होगी और उस आवैश्य के जिसके विश्वद अपील को गई है, प्राप्त होने के 14 दिन के भीतर की जाएगी।”;

[फा. सं. एन बो-13013/18/87-एल JV]

बी. शंकर लिंगम, विदेशक

### MINISTRY OF SURFACE TRANSPORT

(Labour Division)

New Delhi, the 1st September, 1988

S.O. 2787.—The following draft of a Scheme further to amend the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is hereby published as required by the said sub-section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of 45 days from the date on which copies of the Official Gazette containing this notification are made available to the public.

Any objections or suggestions which may be received from any person with respect to the said draft before the expiry of the aforesaid period will be taken into consideration by the Central Government.

### DRAFT SCHEME

1. (1) This Scheme may be called the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1988.

(2) It shall come into force on the date of its final publication in the Official Gazette.

2. In the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968,—

(i) in sub-clause (j) of clause 3, for the word “Board” the word “Chairman” shall be substituted;

(ii) in clause 6,—

(a) in sub-clause (c), the words “listed employers and” shall be omitted;

(b) in sub-clause (d), the word “adjusting” shall be omitted;

(iii) in clause 7, sub-clause (d) shall be omitted;

(iv) in clause 9, in sub-clause (1), for item (f), the following item shall be substituted, namely:—

“(f) to consider listing of new employers;”

(v) in clause 15,—

(a) in sub-clauses (3) and (4)—

(1) for the word "Board", wherever it occurs, the word "Chairman" shall be substituted;

(2) for the word "it", wherever it occurs, the word "he" shall be substituted;

(b) in sub-clause (5), for the words "Board-in-meeting" and "Board", the word "Chairman" shall be substituted;

(vi) in clause 22, after sub-clause (7), the following sub-clause shall be inserted, namely:—

"(8) A listed employer shall not assign, transfer or in any manner part with any interest or benefit in or under the listing as employer by the Board to any other person without the prior approval in writing of the Chairman.";

(vii) in clause 32, in sub-clause (2), in item (b), the word "Board", wherever it occurs, the word "Chairman" shall be substituted;

(viii) for clause 33, the following clause shall be substituted, namely:—

"33. Appeals by employer.—(1) A listed employer who is aggrieved by an order under clause 32, may appeal—

(a) to the Deputy Chairman, if the order was made by the Personnel Officer under clause 32(1)(i); or

(b) to the Chairman, if the order was made by the Deputy Chairman as his original order under clause 32(2)(a); or

(c) to the Central Government, if the order was made by the Deputy Chairman with the approval of the Chairman under clause 32(2)(b).

(2) Any person aggrieved by any order against him under clause 15, may appeal in writing to the Central Government within 30 days of the receipt of the order:

Provided that the Central Government, may, for reasons to be recorded, admit an appeal preferred after the expiry of 30 days.

(3) Every appeal referred to in sub-clause (1) shall be in writing and preferred within 14 days of the receipt of the order appealed against;

[File No. LB-13013/18/87-L.IV]

V. SANKARALINGAM, Director

## संचार मंत्रालय

(ट्रांसम्बार विभाग)

नई दिल्ली, 7 मिन्हार, 1988

का.आ. 2788:- स्थानीय शब्द नमूना 6/7, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खण्ड III के पैरा (क) के प्रतुसार महानिवेशक, द्रुतसंचार विभाग तमிலनाडु टेलिकोम भक्षिक के त्रिमुखीय और वेलिक्यनें टेलिकोम के बीच तथा उत्तर प्रदेश सरकार के गोपीगंज टेलीफोन केन्द्र में दिनांक 10-9-1988 में प्रमाणित दर प्रणाली लागू करने का निष्पत्ति किया है।

[मंगला 5-1/88-पीएमवी]

एम. वीरराघवन, महानिवेशक  
(पी. एम. वी.)

## MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 7th September, 1988

S.O. 2788.—In pursuance of para 1(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 16-09-1988 as the date on which the Measured Rate System will be introduced in Vaiyampatti and Velliyanai Telephone Exchange under Tamil Nadu Circle and Gopiganj Telephone Exchange under Uttar Pradesh Telecom. Circle.

[No. 5-1/88-PHB]

S. VEERADEGHAVAN, Assistant Director General (PHB)

## श्रम मंत्रालय

नई दिल्ली, 29 अगस्त, 1988

का.आ. 2789.—भौतिक विवाद अधिनियम, 1947 की धारा 39 द्वारा प्रवत्त सक्षितों का प्रयोग करते हुए, केन्द्रीय सरकार यह निर्देश देती है कि संघ राज्य सेवा, चंडीगढ़ में धारा 2 के खण्ड (क) (ii) में निर्दिष्ट किसी भौतिक विवाद के संबंध में उक्त अधिनियम की धारा 10 के अधीन प्रयोग की जाने वाली किसी गणित का प्रयोग अग्रणी आदेशों तक चंडीगढ़ प्रशासन के गृह सचिव करें।

[सं. एम-11020/4/86-दी-1(ए)]

## MINISTRY OF LABOUR

New Delhi, the 29th August, 1988

S.O. 2789.—In exercise of the powers conferred by Section 39 of the Industrial Disputes Act, 1947, the Central Government hereby directs that any power exercisable by it under section 10 of the said Act shall, in relation to any industrial dispute referred to in clause (a)(ii) of section 2 in the Union Territory, Chandigarh shall be exercised by the Home Secretary, Chandigarh Administration, till further orders.

[No. S-11020/4/86-D.I(A)]

का.आ. 2790.-केन्द्रीय सरकार ने यह समाचार हो जाने पर कि लोक-हित में ऐसा करना प्रवेशित था, भौतिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (vi) के उपखण्डों के अनुसार में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 977\* दिनांक 19-2-88 द्वारा भारत सरकार टक्साल, कलकत्ता को उक्त अधिनियम के प्रयोगनों के लिए 11 मार्च, 1988 से छह मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार को यह राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना प्रवेशित है।

प्रत: श्रब, भौतिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उपखण्ड (vi) के परन्तुक द्वारा प्रवत्त सक्षितों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उपयोग को उक्त अधिनियम के प्रयोगनों के लिए 11 सितम्बर, 1988 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. ए. एम-11017/6/85-दी-1(ए)]

S.O. 2790.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (a) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 977 dated the 19th February, 1988 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 11th March, 1988;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 11th September, 1988.

[No. S-11017/6/85-D.I(A)]

नई दिल्ली, 30 अगस्त, 1988

का.आ. 2791.—केन्द्रीय सरकार इससे संतुष्ट है कि नोटहित में यह है कि कास्कोराइट खनन उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में लिपिट 23 द्वारा सामिल है, को उक्त अधिनियम के प्रयोजनों के लिए उपयोगी सेवा घोषित किया जाना चाहिए;

अतः यद्य, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खंड (d) के उप-खंड (6) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तरकाल, प्रभाव से छह मास की अवधि के लिए उपयोगी सेवा घोषित करती है।

[फ. स. एस- 11017/4/85-डी-1(ए)]

नव लाल, अवर मन्त्री

New Delhi, the 30th August, 1988

S.O. 2791.—Whereas the Central Government is satisfied that the Public interest requires that the Phosphorite Mining Industry, which is covered by entry 23 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

(F. No. S-11017/4/85-D.I(A)]

NAND LAL, Under Secy.

नई दिल्ली, 30 अगस्त, 1988

का.आ. 2792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत गोल्ड माइन्स लिमिटेड के प्रबन्धनन से संबद्ध नियोजकों और उनके कार्यकारों के बीच अनुबन्ध में लिपिट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, बगलोर के पश्चिम को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/8/88 को प्राप्त हुआ था।

New Delhi, the 30th August, 1988

S.O. 2792.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd. and their workmen, which was received by the Central Government on the 22nd August, 1988.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 10th August, 1988

Central Reference No. 125/87

## PRESENT :

## I PARTY :

Shri Manoharan,  
Rep. by Secretary  
Bharat Gold Mines  
Employees Union (CITU)  
Marikuppam P.O.  
K.G.F.

Vs.

## II PARTY

The Chairman-cum-  
Managing Director  
M/s. Bharath Gold  
Mines Limited  
Corgaum, K.G.F.

## APPEARANCES :

For the I party—Shri V. Gopala Gowda, Advocate.

For the II party—Shri K. J. Shetty, Advocate.

## AWARD .

By exercising its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-43012/22/86-D. III(B)/D. II(A) dated 31st July, 1987.

## POINT OF REFERENCE

"Whether the action of the management of Bharat Gold Mines Limited, Corgaum, K.G.F. in dismissing from service Shri Manoharan, ex-signalman, Golconda Shaft, Nandydroog mine, is justified? If not, to what relief is the workman entitled?"

2. The I party Union has filed claim statement and inter alia, it is contended as follows :

The I party is a registered union. Shri Manoharan, the workman is a member of their Union and they have been authorised to espouse his case. Manoharan joined the II party on 25th July, 1977 as a general labourer. After five years he was promoted as pipe fitter. From 1st March, 1984, he was promoted as Banksman Grade III. He was confirmed on 1st June, 1984. He was advised to work alternatively, as a Signalman, since they are comparative jobs. He was not given training for the post of Signalman. He has been illegally dismissed with effect from 20th February, 1986. The II party had issued a show cause notice dated 25th September, 1985, alleging certain acts of misconduct. He did not commit any such act. It was alleged that he had failed to ascertain signals from 1450 level, before the cage was set in motion and responded to both upcoming and down going signals simultaneously and endangered the life of Shri Chandrashekaran, Token No. 1661. Some preliminary investigations were conducted against him. Shri D. Vidyarthi, Chief Mining Engineering and Shri D. M. Panda, Deputy Director of Mines have held preliminary enquiries. He was not given copies of the proceedings. He gave his explanation. The chargesheet was very vague. The enquiry was not held in accordance with the principles of natural justice. The findings of the Enquiry Officer are perverse. The management has not taken into account extenuating and mitigating circumstances. He filed an appeal, but it was dismissed. An award may be passed for reinstatement and consequential benefits.

3. The II party has filed its counter statement and inter alia, it is contended as follows :

Promotions are given subject to availability of vacancies and suitability. He was given the position of Signalman and it was his duty to work diligently and with utmost care. He did not work diligently and it resulted in a death of an employee. Only for the timely communication given by others, the cage was stopped or else many more lives would have been lost. He was chargedheeted for gross negligence, causing death of an employee and for endangering the lives of others. The preliminary enquiry was a fact finding body. The enquiry held by Mr. Panda is a separate one and he has carried it out under the Mines Act, in his capacity as the Deputy Director of Mines Safety. Copies of the findings of the preliminary enquiry were given to him. He did not give his explanation to the show cause notice. After the preliminary enquiry, it was found that there was a prima facie case against him. Documents were supplied to him. The Enquiry Officer held the enquiry in accordance with law. It is not correct that he has acted as a prosecutor and a judge. He has followed the principles of natural justice. The Enquiry Officer has considered the evidence of both the parties. On going through the enquiry proceedings and report, the management found him guilty and he was dismissed from service. The promotion committee had met before the accident and he was given promotion before the said incident. The order of dismissal is legal. His reference may be rejected.

4. In view of the said pleadings, one additional issue shown as follows was framed.

"Whether the II party proves that it has held the domestic enquiry in accordance with law ?

5. It was taken up as a preliminary issue.

6. The II party management examined one witness and got marked Exs. M-1 to M-10.

7. The I party examined the workman himself and got marked Ex. W-1. The parties were heard.

8. By a considered order dated 15-2-88, this Tribunal has held that the enquiry conducted by the II party is valid.

9. The parties were called upon to adduce evidence, if any on rest of the matters and argue.

10. Thereafter the workman WW-1 Manoharan was recalled and examined further. Exs. W-2 to W-6 have been got marked.

11. No further evidence has been adduced for the II party.

12. The parties have been heard.

13. My finding on the point of reference is as follows :

The action of the management of the Bharat Gold Mines Limited in dismissing from service Shri Manoharan is justified. He is not entitled to any relief.

#### REASONS

14. Since the case of the II party management that it has held the domestic enquiry in accordance with law has been accepted, the next point that requires to be examined is whether the findings of the Enquiry Officer are sustainable as contended by the II party or whether they are perverse, as urged by the I party.

15. There is a two-fold test for perversity. The first test is to examine whether the finding is supported by any legal evidence or not. The second test is that whether on the basis of the material placed on record any reasonable person could have arrived at the finding complained of.

16. The findings of the Enquiry Officer are at Ex. M-4. The witnesses examined before the Enquiry Officer are (1) S/Shri K. S. Krishna Gowda, Sr. Mining Engineer (2)

D. Anandan, Sr. Mining Engineer, (3) M. George, Sr. Mining Engineer, (4) A. M. Narayana Murthy, Dy. CME, (5) H. Chaitravalya, GPO, (6) K. G. Govardan, Foreman (Elect. 3), (7) T. Subivasan, Winding Engine Driver, (8) C. Mahadevan, Bellman, (9) S. Ramaswamy Bankman and (10) Vijayaraj, Elect. Fitter. There is no case of the I party workman that the oral evidence given by any of these witnesses was evidence not legally admissible. Similarly, there is no contention from the learned counsel for the I party that the Enquiry Officer has relied upon any document which was not legally admissible. Thus, it is not a case wherein the Enquiry Officer has based his findings on no evidence.

17. The learned counsel for the I party strongly contend that the findings of the Enquiry Officer are not sustainable, that they are perverse and that no reasonable person could have arrived at the said findings on the basis of the material placed on record. In deciding the question whether a particular conclusion of fact is perverse or not, the Tribunal will not be justified in weighing the evidence for itself and determining the question of perversity in the light of its own findings. In other words, the findings of the domestic tribunal cannot merely be brushed aside unless it is shown that they are based on no evidence. As regards the domestic enquiry, it is not permissible to assess the conclusion, even though it is possible for some other authority to arrive at a different conclusion on the same evidence. Keeping in view such principles laid down by catenae of decisions, it requires that the evidence placed before the Enquiry Officer should be examined and it shall have to be determined whether the findings can be said to be perverse. Ex. M-1 is the chargesheet. It states that, Manoharan having a Designation as a Signalman, I. No. 1108 was found to have neglected his work and caused a fatal accident on 19-7-85 at 9.30 a.m. at N.G.S. shaft, inasmuch as he failed to properly ascertain the signals from 1450 level, before the cage was set in motion and that having misinterpreted the signals, responded to both the upcoming and down-going cages simultaneously and further endangered the life of co-workers including Shri Chandrasekaran, T. No. 1661, cage guard and thus committed an act of misconduct as shown in the standing order 15 (b) (2) and MMR 55(c) and 55(b). There is no dispute on the point that Ex. W-1 is a letter from the workman to the Director of Mines Safety, K.G.F. There is no contention raised therein that at the relevant time, he was not the signalman and that it was not his duty to work as a Signalman or that he had no training or experience to work as a Signalman and because of such want of training or lack of experience there was the fatal accident. No suggestion has been made to any of the management witnesses on these lines, except as discussed here-in-below. When he was called to state about the charges framed against him by the Enquiry Officer on the first date of the enquiry, he has stated that he does not plead guilty to the charges. Besides that, he has not raised any contention that it was not his duty to work as a Signalman at the relevant time. Ex. M-7 is the explanation to the second show cause notice. No such contention has been raised therein. Ex. M-9 is the appeal filed by him. No contention has been raised by him that it was not his duty to work as a signalman at the relevant point of time. The contention of the workman that he had no training or that it was not his duty to work as a signalman is of no avail. Secondly, no such contention has been raised before the Enquiry Officer and it is thus evident that it is a belated contention.

18. The evidence of PW-2 Krishna Gowda discloses that on 19-7-85 at about 9.10 a.m. he went to the north cage and then himself. PW-3 Anandan PW-4 George etc. got into the bottom cage and informed the cage guard (who was none else than the deceased Chandrasekaran) that they intended to go to 1450 level and that after some workers entered in the top cage, the cage started moving and it stopped at 1450 level. His evidence then shows that the cage guard Chandrasekaran got out of the cage, to make way for him and others and then he came out of the cage and went towards the junction, but at that point, he heard some shouting voices as "Ring long one, stop the cage" and then he rushed back to the platform along with his aid and rang long one but observed that the cage had gone about 20 ft. below the platform and had not stuck up, but however the slack rope was going down. He further states that he was intermittently ringing the said signal bell, but

he never got the reply and in the meantime, he tried to contact on telephone, but there was no response. His evidence further discloses after sometime the rope stopped and in the meantime, he had sent his aid Basha to 1450 N 72 to have assistance for rescue work. He further states that he had also sent the mate Pitchamuthu to go to 1600 flat to ring 10+1 signal and to inform the superior officers about the incident. His evidence then discloses that about 15 minutes later he heard Pitchamuthu shouting and saying that he rang 10+1 signal and got a reply and he had informed the banksman about the details of the incident. He has then stated that Chandrasekaran was struck up between the cage and the west lining of the shaft and however, he rescued the other persons, trapped in the cage. His evidence further discloses that then the other officers and other workers arrived at the spot and the dead body of Chandrasekaran was removed and the rescue operations were completed by 2 p.m.

19. There is no dispute on the point that the following are the relevant signals and it will be pertinent to remember about them, since all the witnesses have given evidence with reference to these signals.

Signal	Meaning
1+	Stop
2	Lower down
3	Hoist up
6	Speaking on telephone
(Long one)	Alarm
10+1	(Do not move, and the reason might be anything)

The system of operation of the cage is that the signalman gives the signals to the winding engine driver and the said driver hoists up or lowers down the cage as per the signals. The cageman sends the signals or gets the signals only from the signalman and he does not directly contact the Winding Engine Driver. There is no dispute on the point that the spots where the signalman and the winding engine driver work are entirely different and they do not see each other. The cage is at a different place and the cageman will not be able to see either the signalman or the winding engine driver. It is, thus, obvious that the cageman and the winding engine driver are exclusively operated by the signalman and necessarily the cageman and the winding engine driver have no other direction or guidance or instructions from anybody else, except the signalman. In the said admitted background, the evidence placed before the Enquiry Officer requires to be gone into.

20. The evidence of PW-2 Gowda indicates that before getting out of the cage, he had heard signal 1. To a certain question of the Enquiry Officer, PW-2 Gowda has stated the person responsible to give the signal for further movement of the cage at the plat (plot means platform) is the cageman. He further states that after he went out of the cage, he did not particularly note as to whether any signal was given by anybody from the plat. The cross-examination of PW-2 Gowda is on page 26 of the enquiry proceedings Ex. M-3. As per the aforesaid procedure unless the cageman the said Chandrasekaran had given signal 2, the I party workman signalman could not have given signal 2 to the driver and the driver would not have lowered down the north cage. The cross-examination of PW-2 Gowda is directed on the point that in certain mines for some plats, there is a separate workman called as bellman and he gives signals for the further movement of the cage from that plat. It is an admitted fact at 1450 level there was no such separate bellman. It has been explained by PW-2 Gowda that the bell is approachable from the cage and the practice of the cageman himself giving the signal bell for further movement of the cage had been followed. In my opinion one cannot find any fault with the said procedure and it cannot be said that there is likelihood of any calamity in following the said procedure. As discussed above, unless the cageman sends a signal to the signalman, the signalman cannot give his own signals to the driver for further movement of the cage. From these admitted facts it emerges that there is no element of risk if the cageman

himself puts his hand beyond the cage and gives the signal 2 to lower down or signal 3 to hoist up the cage. There would be ample time to withdraw his hand, before the signalman receives such signals, understands the same, makes up his mind about the movement of southern and northern cages, gives his own signals to the Driver and only then the driver hoists up or lowers down the cage. Undoubtedly, considerable time a minute or more will be required for the signals passing from the cageman to the signalman and then to the Driver, before which the cageman can withdrawn his hand many more times than once. It is, thus, obvious that there is no substance in the contention that since there was no bellman at the 1450 plat there was any cause for the said accident. Nothing transpires from the evidence of PW-2 Krishna Gowda that some one else had ever given any Singal No. 2 from 1450 plat and because of such a signal, the cage was lowered down before Chandrasekaran got into the cage and closed the door. It cannot be said that the appreciation of evidence of PW-2 Krishna Gowda by the Enquiry Officer is erroneous.

21. In order to prove that the signals and telephones were in good working order, the management has examined PW-1 Chaluvvaraya, the general foreman. It appears in his evidence that on 19-7-1985 he had gone to 1450 level around 8.20 a.m. along with the electrician and had tested telephone and bell signals that that everything was found all right. He has further stated that he had completed the statutory inspection on that day before the incident took place at 9.20 a.m. As per his evidence at about 9.20 a.m. he was at 1600 level N 72 and then one Albert, aid to PW-2 Gowda went there running and informed him about the accident and then he collected the material and men and went to 1450 level at about 9.45 a.m. His evidence then discloses that the top of the north cage was about 24 ft. below the plat and the slack rope had gone down on the southern side and then he attended to the reeve work. The cross-examination of PW-1 Chaluvvaraya is to be found on page 20. For every witness, the I party workman has sought for time for cross-examination and the cross-examination of almost all the witnesses has been deferred and recorded long after they had given their evidence in examination-in-chief. PW-1 Chaluvvaraya has also been cross-examined on the point whether there was any bellman at 1450 level. Admittedly there was no bellman. There is nothing in his cross-examination to indicate that either the deceased Chandrasekaran or someone else in the cage had ever given any signal such as No. 2, as a consequence of which the cage had started moving down.

22. PW-3 Anandan, agent, incharge of J. South Bottom has stated that he was one of the persons who had proceeded to plat 1450 in the north cage on that day and when the cage reached 1450 level he heard signal one and late Chandrasekaran replied signal one in turn, then some workers in front of PW-2 Krishna Gowda got down to make way and thereafter Krishna Gowda and his aid got down and went ahead and after that when the persons who had got down were returning to the cage, the cage started moving downwards and that Varadaraj Survey mistry was however pulled inside whereas Chandrasekaran could not be pulled inside and that he was caught in between the cage and the shaft, lining, though all of them started shouting to ring long one. He has further stated that there was no response from the signalman to the said signal and the cage had struck between 16 ft. and 20 ft. below the said level and the slack rope was going down, stopping two or three times in the middle. He has further stated that PW-2 Gowda tried to contact banksman by telephone, but there was no response. It is an admitted fact that the banksman has his own separate room and he does not give any direct instructions either to the cageman or to the signalman or to the driver. The fact that the slack rope went down stopping here and there twice or thrice, has been consistently spoken to by all these 5 witnesses. The evidence of PW-2 Gowda is corroborated by PW-3 Anandan that long one signal was given, but there was no response and the slack rope went downwards and downwards. The cross-examination of PW-3 Anandan is on page 29. He has been questioned on the point that if the south cage, which was being hoisted up had stopped at 1250 level, can it not be a fact that the north cage, which was lowered down must have stopped somewhere above the 1450 level. The witness has stated that it may be correct. The said question and

answer do not help the I party workman, since there is no dispute that until the north cage stopped at 1450 level, the signals were operating correctly. The cross-examination of PW-3 Anandan itself shows that soon after the north cage reached the 1450 level, Chandrasekaran rang the bell and gave signal one. His evidence further shows that Varadarajan and later Chandrasekaran were the last persons to enter the cage and this fact has been corroborated by other witnesses also. PW-3 Anandan has categorically stated that nobody had rung the bell, giving signal two before the cage was lowered down and he states that he is sure about it. The cross-examination of PW-3 Anandan further discloses that the body of Chandrasekaran had been caught between the cage and the shaft lining. His cross-examination indicates that only when Pitchamuthu gave signal from 1600 plat he got the reply but PW-2 Krishna Gowda did not get any reply to his signal long one. The evidence of MW-3 Anandan also thus shows that neither Chandrasekaran nor anybody else from 1450 plat had ever given any signal No. 2 to lower down the cage and without any such signal the cage was being lowered down all of a sudden.

23. PW-4 M. George, the agent incharge has stated that he was one of the persons who travelled in the north cage on 19-7-85 to 1450 level and when the cage reached that level, signal one was given and it was replied and then some persons who were in front of Krishna Gowda and also the cage man Chandrasekaran went outside the cage, to make way to Krishna Gowda and that when the survey maistry and Chandrasekaran were about to enter the cage, the cage moved downwards and that the survey maistry was pulled inside, but cage man Chandrasekaran was caught between the cage and the lining of the shaft and the cage went down by about 22 ft. He has further stated that all of them shouted to ring long one and that Krishna Gowda rushed back and exclaimed that he was ringing long but there was no answer from the signalman and that he heard the sound of rope sliding down and then stopping. His evidence then discloses that in the meanwhile someone had gone to 1650 level and the long one and 10+1 were given and thereafter rescue operations were done. The cross-examination of M. George is to be found on page 23. It shows that the cage stopped exactly at 1450 level and that there was no bellman at the said plat. The cross-examination of PW-4 George indicates that he is not certain about the name of the survey maistry but it was the survey maistry who was pulled inside whereas Chandrasekaran was caught in between the cage and lining of the shaft. The witness has stated that he has noted about these things in his diary. It appears that the workman did not seek for the production of the said diary. As observed earlier, it is of no consequence whether there was any bellman at plat 1450 or not.

24. Next witness examined for the management is PW-5 C. Munirathinam. PW-5 Munirathinam is the bellman at 2000 level. His evidence is on the point that on 19-7-85 when he was on duty at about 8.45 a.m. the cage was clutched to 2600 level and the north cage went up. It further appears in his evidence that sometime later he did not see the movement of the cage and he entertained suspicion and rang six for telephone signal, but he did not get reply. He further states that at about 9.15 a.m. he saw the slack rope coming downwards and immediately he gave 10+1 signal and the banksman contacted him on telephone and he told him that he was not able to see the cage even though he was seeing the movement of the slack rope. He further states that sometime later, the slack rope also stopped and the agent contacted him on telephone and he informed him about these matters. The cross-examination of PW-5 Munirathinam is on page 25. It has been put to him that the persons who land at the plat or the bellman gives the level indicator to the signalman and signalman after seeing the level indicator transmits the same to the engine driver. The witness admits about the said procedure. The question and answer are consistent with the procedure of operating of the cage, as described above. The following question and answer are pertinent to the point involved.

Qn. On the day of the incident before the north cage could go down, platman or lander gave the level indicators for 1450, 2000 and 2600 and I transmitted the same signal to you. do you agree with me?

An. I do not know what levels were given by landers or platman to the signalman. I am only concerned with the signal transmitted by the signalman. First before starting the winding engine, I got only 1450 indicator.

The said question and answers do not suggest that any bellman of any platman will also come to know about the signals or indicators given to the landers or bellman of any other plat. The I party workman has then questioned him, namely PW-5 Munirathinam that he had stated that the workman told him that there was a report from 2000 level, that there was slack rope and PW-5 should wait for clear picture and that after the incident no signal was given to him. The cross-examination of PW-5 further discloses that when he got the long one signal, he stopped the cage and then he got signal for resetting the level indicator and then he effected the resetting. It is only after the said resetting, he learnt about the incident. There is nothing in the cross-examination of PW-5 Munirathinam to show that the I party signalman had received any signal from 1450 level to lower down the cage.

25. The evidence of PW-6 Srinivasan, winding driver shows that on 19-7-85 at about 9.30 a.m. north cage came to the surface and then he got 1450 level indicator and also signal-2 for lowering down the cage for 1450 level. He then states that as per the signal, he lowered down the north cage and got the resetting signal by buzz, and then he effected the resetting and crossed 1450. He has further stated that then he got 1250 level indicator for the south cage, which was being hoisted up and as per the level indicator the south cage was stopped at 1250 level and for confirming the same, he got signal one. His evidence then discloses that he then got the buzz signal for resetting 1250 level and he erased 1250 level signal. So far the signalling operation as regards the south cage has been consistently operated. The evidence of PW-6 Srinivasan then discloses that then he got the level indicator for 1450 level and got signal two and accordingly the north cage was stopped at 1450 level. After it was stopped, he got signal one and further got the signal for resetting and he removed 1450 level indicator. His evidence then discloses that he got 1050 level indicator and got 1+3 for stopping south cage at 1050 level. He has stated that when he brought the south cage to 1070 level, he got signal one for the said cage and accordingly south cage was stopped at 1070 level and indicator was erased. He has categorically stated that then he got signal-two and 2,000 level indicator for the north cage and accordingly he stopped the north cage at 2,000 level and got signal-one and then further received 2250 level indicator and signal-two and further more received 2350 level indicator and stopped the cage at 2350 level. According to his evidence, he got signal-one after sometime and then received 2450 level signal and signal No-two and stopped the north cage at 2450 level. It emerges from his evidence that after sometime, he further got the level indicator for 2600 level and signal-two for lowering down the north cage to 2600 level. His evidence then discloses that when the cage was travelling, he got signal-one when the south cage cap was about 2 ft. below the surface and then he made enquiry with the signalman as to why the cage was not handed over for inspection and the signalman told him that the north cage had not gone down though the rope had gone down and in the meanwhile the manager rushed to the winding room. He has then stated that after sometime the Chief Engineer and other officers inspected the winder and thereafter the matter came to an end. The evidence of MW-6 Srinivasan then indicates that without receiving any signal from the level of 2,000, 2250, 2350, 2450, 2600, the I party workman went on giving signals to the winding engine driver to lower down the cage. The cross-examination of PW-6 is to be found at page 35. In his cross-examination, the workman has himself confirmed the procedure that the lander or the platman gives the level indicator to the signalman and the signalman after seeing the level indicator transmits the same to the engine driver. About the said procedure, there is no dispute at all. It has been suggested to PW-6 Srinivasan that on that day in the north cage the lander or the platman (in this case there was no platman) gave the level indicators for 1450, 2,000 and 2600 and then he transmitted the same to him. The witness has stated that he does not know to which levels the lander or the platman or the cage man had given signals to him and he is concerned only with

the signals transmitted to him, the signalman. By no stretch of imagination, it can be ever thought of that any lander or any person proceeding in the cage would have given signal to the I party signalman for landing the cage at 2,000 or 2,600 level when admittedly the cage had got struck up a few feet below the 1450 level. When the cage had not reached the level of ,000 or ,600, it can never be imagined that anybody could have further given him the signal-two to further lower down the cage to 2600 level. The case of the management that the I party workman has misinterpreted the signals and had himself, on his own given signal number two for lowering down the northern cage till the level of 2,000 without corresponding signals being given to him from the cage or the plat is conclusively proved by the evidence of PW-6 Srinivasan. The following questions and answers from the evidence of PW-6 Srinivasan indicate that he faithfully carried out the indications, signals and instructions by the I party signalman.

Qn. The cage has not completed the trip. Why did you ask the signal man to hand over the winder for daily inspection ?

An. Normally handing over the winder for daily inspection is to be around 9.00 a.m., but on the day it was already 9.45 a.m. and also I was hungry I wanted to have break fast during inspection time as per the past practice, that is why I asked him for inspection.

Qn. What is my reply ?

An. You told me that, it is reported at 2000 slack rope has occurred and wait for some time and I will give you clear picture later.

Qn. After the incident did I tell you to move the cage ?

An. Neither you told me verbally nor you gave any signals for the movement of the cage.

Qn. Since I told you about the occurrence of slack rope you had resetted the level indicator, it is not ?

An. I got long one and immediately stopped the cage and I got signal for resetting the level indicator and immediately I resetted the level indicator and after some time when I enquired then only you told me about the occurrence of the slack rope.

26. PW-7 Govardhanan has given evidence on the point that on 19-7-85 he was given the work to change the stand by signal bell in the main cabin and himself and his Assistant Vijayaraj went to the main signal cabin and attended to their duties. He has further stated that when they were in the said cabin the signalman told them that he was receiving long-one from 1450 level and he saw about it, but sometime later it stopped. He has further stated that they the signalman, the I party workman started his normal work and in the meantime the I party signalman informed the banksman that telephone bell was being received from 2,000 level and the banksman gave further instructions to the signalman. The learned counsel for the I party contended that no repairs can be effected when the cages are being hoisted up or lowered down and since Govardhanan and Vijayaraj were meddling with the signals, there was no misconduct on the part of the I party workman. The evidence of PW-7 Govardhanan and PW-8 Vijayaraj rules out that they meddled with any other signals. They have attended only to the standby signal. No piece of evidence has been pointed out to support the contention that PW-7 Govardhanan or PW-8 Vijayaraj had meddled with the signals and they were responsible for the fatal accident. The cross-examination of PW-7 Govardhanan is on page 37 and that of Vijayaraj at page 40. PW-7 Govardhanan has emphatically denied the suggestion that he attended to any repair work of the signal Board. According to the evidence of PW-7 he changed the standby bell after there was 10+1 signal from 2000 level. He has made it very clear that the standby signal had nothing to do with the normal working of the signals and the signalman did not object for attending to the standby signal. Similarly, his Assistant PW-8 Vijayaraj has categorically stated that he has never worked on the signal board. The cross-examination of PW-8 Vijayaraj itself shows that long one was being received from 1450 level. If it is a fact

that a long one signal has been received from 1450 level, as per the cross-examination of PW-8 Vijayaraj it means that there is all the truth in the evidence of PW-2 Krishna Gowda that he hurried back and gave the long one signal for stopping the cage at that point itself. The evidence on the contrary shows that the slack rope went on hanging down and fortunately for those who were in the cage, the cage did not slide down, because the dead body of Chandrasekha an had caught the cage in the middle. There is absolutely nothing to dislodge the proof that only because the cage had been struck up, the lives of a number of persons were saved, if else the cage would have banged on the floor with the fatal consequences to a number of persons.

27. The evidence of PW-9 K. M. N. Narasimamurthy, the Asstt. Manager corroborates the evidence of PW-2 Gowda, PW-3 Anandan and PW-4 George. The learned counsel for the I party pointed out to a statement appearing in the evidence of PW-9 Murthy that according to him the electricians were repairing the telephones and bells and the said admission indicates that the misconduct was not on the part of the I party Manoharan. There is the direct evidence of PW-7 Govardhanan and PW-8 Vijayaraj on that point. I do not find that there is any admission by PW-9 that the main line signals had been meddled by PW-7 or PW-8. The cross-examination of PW-9 Murthy is to be found on page 16. Much of the cross-examination is on the point that at 1450 level there was no bellman. The presence or absence of bellman at 1450 level was not at all material, as observed earlier. The witness has been questioned regarding the qualification and training of the I party workman. But there is nothing to suggest that he was not holding that post and working as a signalman since considerable time. It is not the case of the II party workman that at any time had protested that he should not be posted to work as a signalman.

28. The next witness examined for the management is PW-10 Muniswamy, the Banksman. The evidence of Muniswamy discloses that at 1450 level when the cage stopped, he heard signal-one and after sometime, he clearly heard signal-two. It appears in his evidence that in the course of his receiving the signals for lowering down the north cage and hoisting up the south cage he was told by the I party signalman that he was receiving 10+1 signal from 2000 level and then he asked the signalman to confirm the same and immediately stopped the movement of the cage. It further appears in his evidence that then he contacted the bellman PW-6 Munirathinam of the 2000 level, and he was informed that only the rope was going down and not the cage. The evidence MW-10 thus substantiates that of PW-2, PW-3, PW-4 and PW-6. In his cross-examination of PW-10 Muniswamy at page 32, it has been ascertained that he got the 10+1 signal from 2000 level. There is nothing to substantiate the case of the workman in the cross-examination of PW-10 Muniswamy.

29. The workman on his part has examined himself and 4 witnesses. The evidence of DW-1 Munirathinam is hearsay evidence since he did not hear any signal in the cabin of the signalman and he has admitted that he did not hear any signals before the north cage reached 1450 level. The evidence of DW-2 Swaminathan shows that somebody in the cage gave signal two and he heard a reply from the surface and again he heard signal two from 1450 level and then the cage started moving down. No such suggestion has been made to any of the management witnesses. Presuming for a while that somebody in the cage had given signal-two at 1450 level, still then there is no explanation as to how the cage was lowered down upto 2,000 level and as to how various signals were given for the intermediate levels. The evidence of the said witness is thus not consistent with the concrete fact that the slack rope had gone down and downwards, and that the cage had struck up in the middle. The evidence of DW-2 Swaminathan, DW-3 Krishna Gowda, DW-4 Dhanraj on the point that somebody had given signal-two from 1450 level can hardly be accepted in the face of the case that the workman had given further signal-two at different levels even below 1450 level. The unrecognition of evidence by the Enquiry Officer cannot therefore be called as perverse.

30. The learned counsel for the I party contendd that there were 37 men in the cage, beyond the capacity of the cage and it cannot be said that the I party workman was

negligent. Whether there were more persons in the cage beyond the capacity is not a question involved in the matter and the said factor has no relevance to the reception and transmission of signals by the signalman from his cabin. The learned counsel contended that deceased Chandrasekaran did not get into the cabin, since he had to give the signal which was outside the cage. The evidence on record demonstrates that the signal is just by the side of the cage and the practice is that the signal is given by the cageman from inside the cage. I do not find anything on record to dispute the fact that the bell is by the side of the cage and one can easily give the signal from inside the cage. The learned counsel for the I party contended that the I party was not given the training and manual of instruction was also not given to him. In his statement recorded on 11-1-86, the workman Manoharan has nothing to complain about his any incapacity to work as a signalman on account of want of any training or on account of manual of instructions being not given to him. I do not find any force in the said contention.

31. The learned counsel for the I party referred to the case of Rajinder Kumar Kindra and Delhi Administration (1984 II L.L.J. Page 517). The principle laid down in the authority is that if the findings of the Enquiry Officer are not based on evidence placed on record but on surmises, the same cannot be sustained. The learned counsel for the I party then referred to the case of Anil Kumar Vs. Presiding Officer and Others (1986 I L.L.J. Page 101). The authority states that the Enquiry Officer should give reasons for his conclusions and if reasons are not given, it is not sustainable. The principles laid down in both the authorities have not been attracted, since the Enquiry Officer has discussed the evidence produced by both the parties in his findings Ex. M-4. The Enquiry Officer has specifically arrived at a conclusion that the workmen failed to ascertain the signals from the various levels including from 1450 level. It cannot be said that the findings of the Enquiry Officer are not supported by valid reasons or that they are based on conjectures and surmises.

32. The learned counsel for the I party cited the case of Kamath Vs. K. S. R. T. C. (1986 I.L.R. Karnataka (Page 839). The authority states that if there is promotion after receipt of reply to show cause notice, it means that the management had abandoned the enquiry. The facts and circumstances at hand are entirely different and the case law is not pertinent.

33. The learned counsel cited the case of Kamath Vs. K. S. R. T. C. referred to above in order to support his contention that in the meanwhile the workman had been promoted and therefore there cannot be any act of misconduct on his part and that the management has implicitly condoned and abandoned its case against him. In the counter statement the II party has contended that the promotion Committee had met and recommended his case long before the date of accident and hence he was promoted. On going through the counter statement and the evidence placed before me, I find that no inference can be drawn that the management had condoned his said act of misconduct and because it condoned his act, he was promoted. It is reiterated that the fact being different, the principles laid down in the authority are not attracted.

34. The learned counsel for the I party cited the case of Hindustan Tin Works Limited Vs. Its Employees (1978 II L.L.J. Page 474) and S. G. Chemicals and Dyes Trading Employees Union Vs. S. G. Chemicals and Dyes Trading Limited (1986 I L.L.J. Page 490). Both the authority are on the point that if the termination of service is illegal, the workman is entitled to full back wages. The authorities have no bearing since it has been held that it is not a case where the findings of the Enquiry Officer are not sustainable.

35. The learned counsel for the I party has placed before me the Metalliferous Mines Regulations, 1961 and submitted that the II party had not followed those regulations. The word signalman has been defined in Regulation No. 2(33). It means a person appointed to transmit signals. Chapter 3 deals with the subject of examination and service of competency and fitness. No provision has been pointed out from Chapter 3 or from Regulation 12 of Chapter 3 that any certificate is required for a signalman. The said Chapter

deals with qualifications and training for the posts of foreman, mate, engine driver, blaster and gas tester. It is not the case of the I party workman that he had no experience and in spite of it he had been promoted and working as the signalman under duress. He cannot be permitted to blow hot and cold and contend that he had the required training and qualification for keeping up his promoted post and contradict the same for contending that the mishap was on account of want of training on his part.

36. It is not the case of the I party workman that there was signal two from any of the levels below 1450 level. In his statement, he has stated that the lander ministry had put the level indicator lines for 1450, 2000 and 2600 levels. In that connection, the evidence of PW-C. Munirathinam has been already discussed and secondly there is no dispute on the point that the signalman has to give instructions to the engine driver on the basis of the signals given by the bell man and not to operate only on the basis of the light indicators. In his evidence, the workman Manoharan has himself stated that generally he used to work only on the basis of the sound of signals. In his evidence, he states that from 1450 level, he heard signal two and again he heard confirmatory signal two. The said statement of the workman that he had heard signal two from 1450 level has been established to be untrue by the evidence of several witnesses as discussed above. Even if it is supposed that by some mysterious means he had the impression that there was signal two from 1450 level, there is absolutely no answer as to how he gave further signals to lower down the cage to 1600 level and again to 2,000, 2250, 2350, 2450 and finally to 2600 level, since the cage had already struck up between 1450 to 2000 level and by no stretch of imagination anybody could have given signal two from level numbers 2,600, 2,250, 2,350 and 2,450 for the simple reason that there was none at those levels to give signals for lowering down the cage still further. Looking from any angle, the explanation given by the workman falls to the ground.

37. In his evidence dated 7-3-1988, the I party workman has contended that one Shri Shigamani had been involved in a similar incident but he has not been dismissed from service and in that connection, he has relied upon the order of punishment Ex. W-3. Ex. W-4 is the show cause notice issued to Shigamani. Ex. W-5 is a letter written to Shigamani on 11-8-86. On going through the evidence of WW-1 and the documents at Exs. W-3, W-4 and W-5, it cannot be said that the facts and circumstances of the case of Shigamani are identical with the facts of the present case. It has not been made out that the management has indulged in any act of discrimination.

38. The workman has contended that since he was a leader of CITU, he has been victimised. He has relied upon a certificate Ex. M-6 in that connection. No particulars of victimisation have been pleaded nor proved. A bare statement that he was a leader in the CITU carries no force. The workman has relied upon the report of Shri D. Vidyarthi in order to contend that some other persons are also involved in the matter. The point involved is whether the findings of the Enquiry Officer are perverse. It has been already observed as to how it makes very little difference, if on the basis of the same evidence any other authority arrives at a different conclusion. Ex. W-6 does not prove for the workman that the findings of the Enquiry Officer are perverse. The documents produced by the management at Ex. M-5, the second show cause notice, the explanation given by the workman at Ex. M-7, the memorandum of appeal at Ex. M-9 and the order passed in appeal Ex. M-10 disclose that the management was fair in giving him all the further opportunity of being heard and I do not find that the appellate authority has committed any error in rejecting his appeal. In my view, it cannot be said that the order of dismissal at Ex. M-8 is not sustainable.

39. Looking at the facts and circumstances of the case, I do not find that the punishment imposed on him is not proportionate to the act of misconduct committed by him. It cannot be forgotten that the negligent act of the I party workman has resulted in the death of the cageman and in grave danger to the lives of several others.

40. In the result, an award is passed to the effect that the management of Bharat Gold Mines Limited, Gorgaum,

K.G.F. is justified in dismissing Shri Manoharan, ex-Signalman, Colconda Shaft, Nandydroog mine from service and that he is not entitled to any relief.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer  
[No. L-43012/22/86-D III 'B']

नई दिल्ली, 30 अगस्त, 1988

का.पा. 2793—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रामाशुण मिग्नेसाइट माइन्स, सेलम के प्रबन्धनालय से मन्त्रालय नियोजकों और उनके कर्मकारों के बीच, भनुवत्त्व में निश्चिट ओद्योगिक विवाद में ओद्योगिक धरिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-८-८८ को प्राप्त हुआ था।

New Delhi, the 30th August, 1988

S.O. 2793.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ramakrishna Magnesite Mines, Salem and their workmen, which was received by the Central Government on the 23rd August, 1988.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL TAMIL NADU MADRAS

Thursday, the 28th day of July, 1988

PRESENT :

Industrial Dispute No. 42 of 1986

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Ramakrishna Magnesite Mines, Salem).

#### BETWEEN

The workmen represented by

The President,

District National General Workers Union,  
69, Dr. Subbarayan Road, Salem-636001.

#### AND

The Proprietor,  
Ramakrishna Magnesite Mines,  
Kondappanackenpatti P.O.,  
Salem-636008.

#### REFERENCE :

Order No. 19(1)/86-Con. II/D.III (B), dated 10-6-1986 of the Ministry of Labour, Government of India, New Delhi.

This dispute after restoration, coming on this day for final disposal upon perusing the reference, claim and counter statements and other connected papers on record and upon hearing of Thiruvalargal A. Asokan and M. R. Ravindran, Advocates appearing for the Management and the Union being absent, this Tribunal passed the following :

#### AWARD

This dispute between the workmen and the Management of Ramakrishna Magnesite Mines, Salem arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. 19 (1)/86-Con. II/D.III (B), dated 10-6-1986 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the management of Ramakrishna Magnesite Mines, Kondappanackenpatti, Salem in terminating the services of the 15 workmen listed below with effect from 24-8-1985 is justified ? If not, to what relief are the workmen entitled ?"

1. Shri P. Jayaraman
2. Shri M. Ganapathi
3. Shri P. Ramu
4. Shri I. Govindan
5. Shri K. Kamalesan
6. Shri P. Palanisamy
7. Shri M. Subramani
8. Shri Backiam
9. Shri J. Chinnapillai
10. Shri K. Mariamal
11. Shri K. Chandra
12. Shri M. Kamala
13. Shri K. Madavi
14. Shri K. Ponnammal
15. Shri V. Chettu

2. Parties were served with summons.

3. As the Petitioner-Union was absent and not represented, this Tribunal has passed an award on 29-10-1986 that the claim of the workmen was dismissed for default.

4. Against the award, the counsel for the Petitioner-Union filed a Miscellaneous Application No. 136 of 1986 praying to set aside the exparte award. As per the order by this Tribunal on 6-3-1987, the above Application was allowed and the Industrial Dispute No. 42 of 1986 was restored to file.

5. Petitioner-Union filed its claim statement on 9-4-1987 putting forth the claim of the workmen. In repudiation thereof, the Management filed their counter statement on 21-7-1987.

6. After several adjournments, when the dispute was taken up for enquiry, the Petitioner-Union was absent and no representation was made. Respondent-Management was represented by counsel and ready.

7. Hence the Industrial Dispute is dismissed for default.  
Dated, this 28th day of July, 1988.

K. NATARAJAN, Industrial Tribunal

[No. L-19/1/86-Con. II/D.III (B)]

नई दिल्ली, 31 अगस्त, 1988

का.पा. 2794.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, म. भारत कोकिंग कॉल सि. का सुवामडीए कोलियरो के प्रबन्धनालय से मन्त्रालय नियोजकों और उनके कर्मकारों के बीच, भनुवत्त्व में निश्चिट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक धरिकरण (सं. 1) भनवाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

New Delhi, the 31st August, 1988

S.O. 2794.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Sudamdhil Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 18 of 1984

## PARTIES :

Employers in relation to the management of Sudamdhil Colliery of Messrs Bharat Coking Coal Limited.

AND

The Workmen.

## PRESENT :

Shri S. K. Mitra, Presiding Officer.

## APPEARANCES .

For the Employer—Shri R. S. Murty, Advocate.

For the Workmen—Shri J. P. Singh, Advocate,

STATE : Bihar INDUSTRY : Coal.

Dhanbad, the 29th July, 1988

## AWARD

By Order No. I 20012(298)/83-D.III A), dated, the 16th March, 1984, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Sudamdhil Colliery of Messrs Bharat Coking Coal Limited, P.O. Sudamdhil, District Dhanbad (Bihar) in denying employment to Smt. Hiramani Devi, wife of late Chandra Sekhar Prasad, Ex-Mechanical Helper, and in providing employment, in her place, to Shri Birendra Prasad, nephew of the deceased workman, is justified? If not, to what relief Smt. Hiramani Devi is entitled?"

2. The case of the management, details apart, is as follows.

The reference is bad in law inasmuch as the subject-matter of the present reference does not constitute an industrial dispute within the meaning of Sec. 2(k) of the Industrial Disputes Act, 1947. Chandra Sekhar Prasad employed in Sudamdhil Shaft Mine of M/s. B.C.C. Ltd. as Mechanical Helper died in an accident in the said mine on 4-10-76. The management, as per the policy decision and recommendations of the Safety Conference to the effect that one dependant of the workers who may be fatally injured in mining accident be provided employment by the employers, provided employment to Birendra Prasad as Cat. I Mazdoor by a letter of appointment dated 8-7-77. This was done on the basis of written petition submitted by Hiramani Devi wife of deceased Chandra Sekher Prasad wherein she stated that he was not capable of doing any job and that she was desirous of having the nephew of her husband Birendra Prasad employed. She further stated in her petition that she had confidence in the said nephew and that he would look after her in making her life happy. Birendra Prasad at the same time gave an understanding on the same petition to the effect that he would take full care of her livelihood and welfare and if any complaint was received his services could be terminated. On the basis of the aforesaid written petition of Hiramani Devi and the undertaking given by Birendra Prasad, the letter of appointment was issued to the latter embodying the necessary conditions aforesaid. The management received no complaint for breach of undertaking by Birendra Prasad till 1983. Rashtriya Colliery Mazdoor Sangh, Sudamdhil Branch, wrote letter to the Asstt. Labour Commissioner (C), Dhanbad on 14-9-83 stating that taking advantage of the illiterate widow Smt. Hiramani Devi, Birendra Prasad, son of Butu Saw was provided employment as dependent of late Chandra Sekhar Prasad. It was reported to the

management that Hiramani Devi was living with her husband's nephew Birendra Prasad after he was appointed. It is alleged that some vested interests instigated her to file the present complaint. The management is not concerned with the relationship or dealings between Smt. Hiramani Devi and Birendra Prasad. Smt. Hiramani Devi is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act and had Birendra Prasad committed any breach of contract, her remedy would lie in a Civil Court.

3. Assistant Secretary of Sudamdhil Branch of Rashtriya Colliery Mazdoor Sangh submitted written statement on behalf of Hiramani Devi. This written statement, briefly stated, is as follows :

Chandra Sekhar Prasad was a permanent worker of Sudamdhil Colliery. There was a fatal mine accident in that colliery on 4-10-76 and a good number of workers including Chandra Sekhar Prasad died in the accident. As per decision of joint Union Management High Power Consultative Committee it was decided that at least one dependant of accident victim were be provided with employment to rehabilitate the family, besides monetary relief by way of compensation. Accordingly employment was offered to all male dependants of workman who lost their lives in the accident. Hiramani Devi, wife of late Chandra Sekhar Prasad had no male dependant. She applied for employment, but the management for reasons best known to it, declined to give employment to female dependant. Due to this constraint imposed by the management Hiramani Devi had no alternative but to nominate the nephew of her late husband for employment on condition that he would look after her. The management gave employment to Birendra Prasad, the nephew of late husband of Hiramani Devi on the written condition that he would look after Hiramani Devi. The written condition also envisages that his employment would be terminated the moment he would neglect to look after the widow. Birendra Prasad sometime after getting employment started misbehaving with Hiramani Devi and neglecting her. Hiramani Devi complained of this fact to the management, but instead of taking any action against Birendra Prasad, advised her to go to the Civil Court. The action of the management in denying employment to her is unjustified because the employment in the particular case was meant for 'dependant' of victims of fatal mine accident occurred on 4th October, 1976. Neophew is not a dependant and so Hiramani Devi is entitled to be provided with employment in place of her husband's nephew, Birendra Prasad.

4. In the rejoinder to the written statement filed by Rashtriya Colliery Mazdoor Sangh on behalf of Hiramani Devi, the management has asserted that since she was not interested in employment and since she expressed her desire that employment be given to the nephew of her husband, Birendra Prasad was appointed. The management has categorically denied that it has imposed any constraint on Hiramani Devi with regard to her employment.

5. At the instance of the management Birendra Prasad was made a party to the present reference. In his written statement Birendra Prasad has stated that Hiramani Devi was living in the joint family and had full faith on him. M/s. B.C.C. Ltd., after being thoroughly satisfied with the contention of Hiramani Devi, interviewed him and provided him with employment. It is alleged that Hiramani Devi has since changed her mind at the instance of interested person and is now claiming the job for herself. He has asserted that he cannot be thrown out of employment to provide employment to Hiramani Devi after ten years of his service.

6. In the rejoinder to the written statement of Birendra Prasad, Shri J. P. Singh, Advocate, for Hiramani Devi, has stated that it is wrong to say that Hiramani Devi made an application to the management on 14-6-77 to the effect that her late husband's nephew Birendra Prasad be appointed consequent upon the death of her husband. The correct position is that after the death of her husband on 4-10-76, she was taken to the native place of her husband, and at the time of her bereavement Birendra Prasad and his father persuaded her to seek employment for herself at Sudamdhil Colliery. Both of them persuaded her to give left thumb impression on blank paper representing that they were preparing an application for her own employment. Birendra

Prasad, instead of securing service for her, had manipulated to secure service for himself by foul-means. Since then she approached the colliery management and made various petitions before the authorities to help her in securing the job for herself. But when nothing came out, she has been constrained to raise the present industrial dispute. In these hard days she has been supporting herself with difficulty. Birendra Prasad, after he was appointed had extended her no monetary help and the conditions imposed in the letter of appointment of Birendra Prasad is indicative of the fact that the appointing authority was doubtful about the genuineness of the application.

7. The management has examined two witnesses, namely, MW-1 Jagdishwar Singh, Office Superintendent of Personnel Department of G.M.'s office at Sudamdihi and MW-2 B. N. Dubey a Senior Clerk and laid in evidence a mass of documents which have been marked Exts. M-1 to M-9/3. Hiramani Devi, on the other hand, examined herself as WW-1 and Prakash Paswan Branch Secretary of Rashtriya Colliery Mazdoor Sangh at Sudamdihi Colliery as WW-2 and adduced documentary evidence which have been marked Exts. W-1 to W-6.

8. Shri Birendra Prasad, as a party impleaded, has examined himself as WW-1 (O.P.).

9. Shri R. S. Murthy, Advocate, for the management has contended that consequent upon the death of Chandra Sekhar Prasad in a mine accident on 4-10-76, Birendra Prasad was given employment at the instance of Hiramani Devi since she was not willing for any job and on the condition that Birendra Prasad would look after Hiramani Devi. He has further contended that the management never denied employment to Hiramani Devi and that it was at the instance of Hiramani Devi that Birendra Prasad was appointed in place of her deceased husband. He has submitted that the contentions of Hiramani Devi that her written petition dated 14-6-77 was obtained from her by fraud is an afterthought in order to bolster up her untenable case.

10. Shri J. P. Singh, Advocate, for Hiramani Devi has contended that the written petition purported to have been submitted by Hiramani Devi is a product of fraud practiced upon her by Birendra Prasad and his father. He has further contended that the management was under an obligation to provide employment to the dependant of the victims of accident as per recommendations of the Safety Conference and decision of the Joint Union-Management High Power Consultative Committee and that since Birendra Prasad was not a dependent of deceased Chandra Sekhar Prasad, deceased husband of Hiramani Devi, the management was not justified in giving employment to him to the exclusion of Hiramani Devi. He has also contended that since Birendra Prasad has failed to perform his obligation under the letter of appointment to provide maintenance of Hiramani Devi, his service should be terminated.

11. Shri B. Lal, Advocate, for Birendra Prasad has contended that the service conditions of employees of Sudamdihi Colliery are governed by Standing Orders and the management cannot terminate the service of Birendra Prasad, even if he has not performed his obligation in terms of his letter of appointment by ignoring the service condition. He has submitted with candour that Birendra Prasad is under a moral obligation to support Hiramani Devi and he is agreeable to pay her Rs. 200 per month which may be deducted from his salary by the management.

12. Admittedly, a tragic mine accident happened in Sudamdihi Shaft Mine on 4-10-76 in which as many as 43 miners lost their lives. Chandra Sekhar Prasad, Mechanical Helper, husband of Hiramani Devi died in that accident. The management as per decision and recommendations of Safety Conference provided employment to the one dependant male or female of each of the victims of the accident. The management has proved by adducing cogent documentary evidence that as many as nine women dependants were provided with employment whose husbands died in that accident (Exts. M-9 to M 9/3). The management has produced a photo copy of written application which was verified with the original (Ext. M-1) written by the pen of Birendra Prasad and executed by Hiramani Devi on 14-6-77. By this written application Hiramani Devi stated that her

husband died in an accident in Sudamdihi Mine on 4-10-76 and that she had no capacity to do service and that she wanted the nephew of her husband, Birendra Prasad to be employed and that she had full confidence in him and that he would help her to lead a happy life. This application also bears the undertaking of Birendra Prasad that he would maintain Hiramani Devi and he could be relieved from service should any complaint arose. In her rejoinder to the written statement of Birendra Prasad Hiramani Devi has alleged that this written application is a product of fraud practiced upon her by Birendra Prasad and his father and that she put her thumb impression on a blank paper on their representation that the application for her employment in the colliery would be made by using that paper. This explanation of hers seems to be an afterthought because in the written statement filed by Rashtriya Colliery Mazdoor Sangh on her behalf it has been stated that since Chandra Sekhar Prasad had no male dependent Hiramani Devi applied for employment, but the management for reasons best known to it declined to give employment to the female dependant particularly to Hiramani Devi and that due to constraint imposed by the management Hiramani Devi had no alternative but to nominate the nephew of her husband for employment on condition that he would look after her well. Thus, it is seen that in the written statement submitted on her behalf by Rashtriya Colliery Mazdoor Sangh there is a clear and unequivocal admission on her part that she applied for employment of the nephew of her late husband. Besides this the management has submitted another application dated 5-6-87 submitted by Hiramani Devi to the General Manager (Sudamdihi Area), Sudamdihi (Ext. M-4) stating that she proposed for providing employment to Birendra Prasad, son of the elder brother of her husband and that Birendra Prasad had undertaken to provide maintenance to her and her daughter. In that letter she has complained that Birendra Prasad has not been providing her maintenance. MW-1 Jagdishwar Singh has asserted that a Committee was set up by the management where Hiramani Devi submitted her employment of the nephew of her deceased husband and that he was present when the Committee met and that Hiramani Devi was personally present before the Committee and that on being asked she affixed her thumb impression on her application and her thumb impression has been marked Ext. M-1/1. He has further stated that below the second thumb impression (marked Ext. M-1/1) he made an endorsement in his own hand which runs as follows :

"R.T.I. of Hiramani Devi, wife of late Chandra Sekhar Prasad. R.T.I. given in my presence"

His endorsement has been marked Ext. M-1/2. The report of the Committee (Ext. M-2) also establishes the fact that the wives of deceased which included Hiramani Devi expressed their willingness before the Committee that their relative be given employment and in token thereof they gave their thumb impression before the Committee too. This being the position, I come to the conclusion that the allegation of fraud having been practiced upon her by Birendra Prasad and his father in obtaining her thumb impression on her application dated 14-6-77 is an afterthought.

13. In the written settlement filed by Rashtriya Colliery Mazdoor Sangh on behalf of Hiramani Devi alleges that the management offered employment to all male dependants of workers who lost their lives in the accident and that Chandra Sekhar Prasad had no male dependant and although Hiramani Devi applied for employment, the management for reasons best known to it, declined to give employment to her. The evidence on record establishes the fact that as many as nine female dependants of employees who lost their lives in the accident were given employment (Exts. M-9 to M-9/3). That being so, the allegation that the management was reluctant to give employment to the female dependants of accident victims does not stand the test of his scrutiny. Hence, the allegation of constraint imposed by the management on Hiramani Devi in compelling her to nominate the nephew of her late husband for employment founders on the ground. As a matter of fact the report of the Committee (Ext. M-2) is indicative of the fact that at least the widows of three accident victims including Hiramani Devi expressed their willingness that their relatives be given employment.

14. It appears that the management appointed Birendra Prasad as Category-I Mazdoor in place of Chandra Sekhar Prasad by letter of appointment dated 8-7-77. His appointment was subject to the condition that he was to look after Hiramani Devi and that his service would be terminated without any notice, the moment the management was convinced that he had neglected Hiramani Devi and had acted in any manner which was harmful to the widow. (Ext. M-3). On 14-4-83 Asstt. Labour Commissioner (C) was informed by Rashtriya Colliery Mazdoor Sangh (Ext. W-1) that Birendra Prasad was not a dependant and that he secured employment by practicing fraud upon Hiramani Devi and in the circumstances the union demanded her employment. The management gave reply to the representation of the union by stating that at the request of Hiramani Devi Birendra Prasad was given employment in 1976 (?) (Ext. W-2). It appears that Hiramani Devi submitted an appeal before Prime Minister on 30-5-86 (Ext. W-4).

15. From all these evidence it is crystal clear that consequent upon death of Chandra Sekhar Prasad in tragic mine accident in Sudamdh Shaft Mine of 4-10-76, Hiramani Devi, his widow submitted an application dated 14-6-77 wherein she stated that she had no capacity of doing service and that she desired that the nephew of her husband Birendra Prasad be employed and that he had full faith in him. The written statement submitted by Rashtriya Colliery Mazdoor Sangh on behalf of Hiramani Devi is indicative of the fact that Hiramani Devi submitted an application for her employment. But this application has not been produced by Hiramani Devi nor has she called for production of her application for employment by management. In the circumstances, I come to the conclusion that she did not submit any application to the management seeking employment for herself. On the other hand, I come to the conclusion that by her application dated 14-6-77 she expressed that she had no capacity to do service and that her husband's nephew Birendra Prasad be given employment. This being so, I come to the conclusion that there can be no question for the management of denying employment to Hiramani Devi. The conclusion is reached that the action of the management in providing employment to Birendra Prasad in place of Hiramani Devi is justified.

16. Anyway, Birendra Prasad has got an obligation to maintain Hiramani Devi, his uncle's widow. He has given an undertaking to maintain her in the application of Hiramani Devi dated 14-6-1977. His letter of appointment also was issued on condition that he would support her. On a complaint of Hiramani Devi the question was looked into by the management as to whether Birendra Prasad was providing maintenance to Hiramani Devi. The result of the enquiry of the management reveals that Birendra Prasad was agreeable to any terms and conditions, but Hiramani Devi was adamant and insisting on her employment in place of Birendra Prasad (Ext. M-7). In her testimony before this Tribunal Hiramani Devi has stated that she is not interested in maintenance; she is interested in employment. But the management cannot be saddled with the employ her since Birendra Prasad has already been given employment by the management at her instance in place of obligation to maintain her deceased husband. Nevertheless, Birendra Prasad has got an obligation to maintain her. His lawyer also candidly accepted this position. Considering these hard days and high escalation of prices, I consider that Birendra Prasad should pay Rs. 250 per month by way of maintenance to Hiramani Devi and the management is directed to deduct this amount from his wage bill and to pay it to Hiramani Devi month by month and every month.

17. Accordingly, the following award is rendered—the action of the management of Sudamdh Colliery of Messrs Bharat Coking Coal Limited, P.O. Sudamdh, District Dhanbad (Bihar) in denying employment to Smt. Hiramani Devi, wife of Late Chandra Sekhar Prasad, Ex-Mechanical Helper, and in providing employment, in her place, to Shri Birendra Prasad, nephew of the deceased workman, is justified. The management is directed to deduct Rs. 250 per month from the wage bill of Birendra Prasad month by

month and every month and pay the amount to Hiramani Devi month by month and every month.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer  
[No. L-20012(298)/83-D.III(A)/D.IV(A)]

कानू. 2795—बोरोगिक विदाद अधिनियम, 1947 (1947 का 14) की धारा 17 के मनुवरण में, केन्द्रीय सरकार, मे. भारत कोकिंग कोल लि. का बस्ताकोला कोलिंदरी के प्रबन्धतत्व से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, मनुवरण में निरिष्ट बोरोगिक विदाद में केन्द्रीय सरकार बोरोगिक अधिकार (सं. 1), बनाए रखे पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

S.O. 2795.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bastacolla Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947,

Reference No. 35 of 1988

#### PARTIES :

Employers in relation to the management of Bastacolla Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

#### APPEARANCES :

For the Employers.—Shri G. P. Prasad, Advocate.  
For the Workmen.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 29th July, 1988

#### AWARD

The present reference arises out of Order No. L-24012 (108) 87-D. IV(B), dated, the 10th February, 1988 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the action of the Management of Bastacolla Colliery of Bastacolla Area No. IX of M/s. B.C.C. Ltd. P.O. Jharia, Dist. Dhanbad :

- (i) in not allowing Sri Triloki Dhobi, Loader to resume duty on 31-7-84 when he reported for duty along with the Medical Certificate for his illness from 4-7-84 to 30-7-84 after availing himself of leave from 29-6-84 to 30-7-84 duly sanctioned by the Management, and
- (ii) in not paying wages for the period from 31-7-84 to 23-10-84 when he was allowed to resume duty is justified ? If not, to what relief the workman is entitled ?"

2. Both the parties arrayed in the present industrial dispute have amicably settled the case outside the court, before the conciliation officer (C), Dhanbad and a joint petition on behalf of the parties has been filed before this Tribunal stating that the management have implemented the settlement and there remains no dispute for adjudication by this Tribunal.

3. Since the parties have amicably settled the dispute and there remains no dispute for adjudication, the reference to be disposed of since it has been amicably settled between the parties.

4. A copy of the joint petition along with a copy of tripartite settlement dated 12-2-88 before the Conciliation Officer (C) filed by the parties, do form part of this award.

Sd/-

S. K. MITRA, Presiding Officer

[No. L-24012(108)87]D. IV(B)[D. IV(A)]

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I DHANBAD**

Ref. No. 35/88

**Employees in relation to the management of Bastacolla Colliery of M/s. Bharat Coking Coal Ltd.**

**AND****Their workmen.**

The humble joint petition on behalf of the parties. Most respectfully showeth :—

1. That, good sense having prevailed the parties have amicably settled the case outside the court, before the conciliation officer, Central Dhanbad in a tri-parties settlement dated 12-2-88, and have implemented the same; seven copies of the settlement is enclosed for your honour perusal and needful action.
2. That the settlement is fair and proper.
3. That the settlement has settled all the dispute between the parties and the workmen concerned has no claim what so ever.

It is, therefore, prayed that your honour may be graciously pleased to accept the settlement and pass an award in terms of the same and for this act of kindness the employees shall ever pray.

For the workmen :

**For the employees :**

Sd/- Advocate

General Manager

Sd/-

Part of the Award

Sd/- illegal

**MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN THE MANAGEMENT OF BASTACOLA COLLERY UNDER AREA NO. IX OF M/S BHARAT COOKING COAL LIMITED P. O. JHARIA, DT. DHANBAD AND THEIR WORKMEN REPRESENTED BY THE DHANBAD COLLERY KARAMCHARI SANGH (BMS), BASTACOLA, DT. DHANBAD BEFORE THE ASSISTANT LABOUR COMMISSIONER (CENTRAL), DHANBAD-IV ON 12-2-1988**

**PARTIES PRESENT**

Representing Employer(s).—Shri R. N. Singh, Dy. Personnel Manager Bastacolla Area No. IX M/s. Bharat Coking Coal Limited PO : Jharia.

Dt. Dhanbad

Representing Workmen.—Shri R. P. Singh, President Dhanbad Collery Karamchari Sangh Sabitri Bhawan At & PO. Bastacolla.

Dt. Dhanbad

**SHORT RECITAL OF THE CASE**

The Working President, Dhanbad Collery Karamchari Sangh, P. O. Bastacolla, Dt. Dhanbad had raised an industrial dispute under his letter 31-10-86 over alleged not

allowed to resume duties from 31-7-84 to 23-10-1984 to Shri Triloki Dhobi, Loader in Victory Section of Bastacolla Colliery by the management of Bustacolla Colliery of Area No. IX of M/s. B.C.C. Ltd. P.O. Jhuria, Dt. Dhanbad and requested the A.L.C. (C), Dhanbad-III to intervene in the matter. The dispute was received/registered in the office of the Asstt. Labour Commissioner(C), Dhanbad-III who held discussions on number of dates and finally on 10-4-87. As the dispute could not be settled and the conciliation ended in failure, and the FOC Report was submitted to the Government by the then A.L.C.(C), Dhanbad-III vide his Letter No. 1/361/86 F.5 dated 8-5-87 and the decision of the Government is pending on this report. Subsequently, both the parties requested the A.L.C.(C), Dhanbad-IV vide their letter dated 12-2-88 to take up the matter in conciliation. Accordingly, the matter was discussed and after gentle persuasion, the parties agreed to resolve the dispute raised by the union, vide letter dated 31-10-86 amicably on the following terms :

**TERMS OF SETTLEMENT**

It is agreed by both the parties :—

- (1) That the workman Shri Triloki Dhobi, Miner/ Loader of Bastacolla Colliery shall be paid 75 percent of the wages for the idle period from 1-8-1984 to 22-10-1984 within one month from to-day.
- (2) That they shall submit implementation report to the A.L.C. (C), Dhanbad-IV with a copy to the R.I.C. (C), Dhanbad by 31-3-1988, failing which it will be presumed that the settlement in question has been implemented in full.

**ON BEHALF OF THE MANAGEMENT :**

**ON BEHALF OF THE UNION :**

Dy. PERSONNEL MANAGER

(R. N. SINGH),

PRESIDENT.

Witnesses :

1. Illegible.
2. Illegible.

A. N. MEHROTRA, Asstt. Labour Commissioner(C), Dhanbad-IV.

का.प्रा. 2796:—आंतरिक विभाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर में, केंद्रीय सरकार, में सेंट्रल कोलफील्ड्स लिमिटेड का केंद्रल नाथ कोलफिल्ड के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, यसुवाद में निवाप आंतरिक विभाद में केंद्रीय सरकार आंतरिक विभाद के पांचाट को प्रकाशित करती है, जो केंद्रीय सरकार की 23-3-88 को प्राप्त हुआ था।

S.O. 2796.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award c. the Central Government Industrial Tribunal (No. I, Dhanbad) as shown in the Annexure in the Industrial Dispute between the employers in relation to the Kedla North Colliery of M/s. Central Coal Fields Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 36 of 1983

**PARTIES :**

Employers in relation to the management of Kedla North Colliery of Central Coalfields Limited,

AND

Their Workmen.

**PRESENT :**

**APPEARANCES :**

For the Employers : Shri R. S. Murty, Advocate.

For the Workmen : Shri B. B. Pandey, Advocate.

**STATE :** Bihar.

**INDUSTRY :** Coal.

Dhanbad, the 29th July, 1988

**AWARD**

By Order No. L-20012(480)/82-D.III(A) dated, the 29th April, 1983, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Coal-fields Limited in not paying wages to their workmen, working at 2-b and 2-c quarries of Kedla North Colliery, for the period the 18th and 19th October, 1982, is justified? If not, to what relief are the workmen concerned entitled?"

**2. The case of the management, details apart, is as follows :**

Consequent upon taking over of collieries for management by Central Division of Coal Mines Authority Ltd./National Coal Development Corporation Ltd. a process of screening of workers was carried out for employment by public sector management and thereafter a process of appraisal was also carried out. Thus, the workmen who were appointed were given specific appointment letters by the management of Central Division of Coal Mines Authority Ltd. In the case of workers appointed as piece-rated workers it was expressly provided in their appointment letters that they would be required to do any of the following jobs and depending upon the type of job executed, they would be paid wages as laid down in the report of the Central Wage Board for coal industry :

- (i) Overburden removal,
- (ii) Truck loading/unloading,
- (iii) Wagon loading,
- (iv) Soft Coke making,
- (v) Quarry miner's job,
- (vi) Quarry Pick Miner's job,
- (vii) Quarry loader's job,
- (viii) Trammer's job.

The concerned workmen are all piece-rated workers and in October, 1982 they were employed in 2-b and 2-c quarries of Kedla North Colliery. Both these quarries are manual quarries and mining and working condition in both these quarries are identical to those in other quarries of Kedla North quarry. The concerned workmen worked as usual till 16-10-82. 17th October was a Sunday and a normal weekly day of rest for the colliery. Although there were plenty of coal faces and plenty of over-burden removal work available, the concerned workmen got their attendance booked on 18th and 19th October, 1982, but stopped work. The management tried to persuade them to perform their normal work, but they refused to do so. Their refusal to work was a strike within the meaning of Sec. 2(q) of the Industrial Disputes Act. The management in the circumstances issued a written notice appealing to the workers to resume work and desist from resorting to illegal strike in a part of coal industry which was a public utility service at the relevant time. The management informed the Asstt. Labour Commissioner (C), Hazaribagh about the illegal strike and complied with the formalities laid under the Industrial Disputes Act and Rules framed thereunder. On 18-10-82 the Organising Secretary of Coalfield Labour Union sent a letter to the management confirming that the workers had stopped work and were on strike. On 20-10-82 the matter was discussed between the representative of the management and the representative of the Coalfield Labour Union and United Coal Workers Union and when

the discussions started, the workers concerned resumed work. Certain points raised by the representatives of the Unions concerned were discussed and decisions taken. Since the representatives of the union knew that the workers concerned had gone on strike on 18th and 19th October, 1982, they did not demand wages for these two days and the management made it clear that wages would not be paid to the workers for these two days. Following the discussions of 20-10-82 and the decisions taken, the United Coal Workers' Union did not thereafter raise the question of payment of wages to the workers concerned for the 18th and 19th October, 1982, but the Coalfield Labour Union has raised the present dispute as an after-thought. It has been asserted by the management that since the concerned workmen resorted to an illegal strike and did not perform the duties on 18th and 19th October, 1982, the management is under no obligation to pay them wages for these two days.

**3. The case of the sponsoring union, namely, Coalfield Labour Union, as appearing from the written statement submitted by its General Secretary, bereft of details, is as follows :**

The management of 2-b and 2-c quarries of Kedla North Colliery had been violating the provisions of Mines Act and paying no attention to the safety of workmen by doing vertical cutting, keeping long distance of lead and hit and without providing paths and benches. These acts of the management endangered workmen's lives. Anyway, the concerned workmen did not go on wide cut strike on the 18th and 19th October, 1982. None of the management's man went to the working place on the above dates and the concerned workmen were kept idle in the mine without work. The working places had become so unsafe that any accident could have happened at any moment. At various places coal cutting was being done at lower level while overburden was being removed at upper level. At such places, the mine was quite vertical and there was no path for throwing overburden. There was every chance of stone falling on the workmen engaged in cutting coal. There existed a working face which developed a crack on the surface of the coal seam, but in spite of this the workmen were forced to cut the coal below. Benches were less than 5 feet wide while the heights of the seams of coal and stone were 15', 18', 25' and at some places upto 28'. In the absence of path the workmen have to throw overburden in the working faces below and the management had been compelling these workmen to throw these overburden again at a distant place. The management was requested repeatedly to provide path, to make safety arrangement and to reform dangerous faces but the management did not pay any heed to it. On 11-10-82 the workmen themselves submitted their demand relating to their problems to the Manager. A copy of the said letter of demand has been made Annexure-I to the written statement. On 18-10-82 the overburden faces were full of broken stones and it was very difficult to start work without removing such stones. There was no path to bring the coal up and here were no paths and benches where the overburden work was to be done. On that date the concerned workmen reported for their duty timely and waited inside the mine for getting safe working faces from the colliery Manager, but he did not turn up. The Colliery staff present there expressed their inability to provide alternative place for work without the consent of the Manager. The workmen remained inside the mine till evening without work in the absence of working faces. Area Organising Secretary, Shri Patel Singh and Asstt. Secretary, Shri Ram Prabesh Sharma looked for the Manager and the Project Officer, but they were not available. On 19-10-82 the concerned workmen booked their attendance, but remained idle throughout the day without getting any work. On that date the office-bearers of the union went to the Manager, the Project Officer and General Manager but could meet the General Manager only. A written application was made relating to the problems facing the workmen. A copy of the application is Annexed as Annexure-II to the written statement. On the request of Sri Patel Singh to provide safe working faces to the workmen, the General Manager, Shri R. K. Roy agreed to send an officer to the mine immediately, but none of the officers turned up till evening. On 20-10-82 the Project Officer called for the workmen and the representatives of the United

Coal Workers Union and Coalfield Labour Union. An agreement was arrived at. Item No. 1 of the agreement envisages that the management admitted that there were no working facility at 2-b and 2-c quarries and therefore it was agreed that coal production would remain suspended till arrangement for providing trucks for loading at the working place was made. The management agreed to provide rehandling charges in the case of overburden being thrown in dumping grounds in absence of foot path. A copy of the agreement is annexed as Annexure-IV to the written statement. The management arranged to provide overburden removal work to the workmen of the quarries at different places from 20-10-82 and the coal production work was stopped for about two months in order to make the mine safer. The management did not implement the terms and conditions of settlement dated 20-10-82 and again started working against mining rules. It has been denied that the concerned workmen went on strike on 18th and 19th October, 1982. The sponsoring union has also assailed the contentions of the management that necessary formalities to provide necessary information for alleged illegal strike to the authorities concerned had been complied with.

4. In rejoinder to the written statement of the sponsoring union, the management has sought to controvert each and every allegation made therein. According to the management the working condition in the quarries were not at all unsafe and the concerned workmen were provided with adequate working facilities. It has been asserted further that there were plenty of coal faces and plenty of overburden removal work available, but the concerned workmen, without any justification, resorted to illegal strike and stopped work. It has been further asserted that the Manager and the Area Manager were present in the quarries and tried to prevail upon the workers to perform their normal work, but they refused to do so. Overburden removal is allowed to be dumped in place where the coal had already been extracted and this was done in these two quarries also. The dozer was deployed in the colliery to level overburden already thrown in order to haul road with a proper gradient.

5. In the rejoinder to the written statement of the management the sponsoring union has stated that the working and mining conditions on 18th and 19th October, 1982 was not safe and coal faces were not available and hence the concerned workmen waited for work. But nobody from the management's side turned up to assign them any work. It has been asserted that the concerned workmen did not resort to illegal strike as alleged. Since the concerned workmen booked their attendance on both these two days and waited inside the mine to secure allotment of work and since they were kept idle by the act of the management, they are entitled to get wages for these two days.

6. Management has examined only one witness, namely, MW-1 Mahatam Ram who worked as Asstt. Colliery Manager in Kedla North Colliery from January, 1977 to December, 1982 and laid in evidence a mass of documents which have been marked Exts. M-1 to M-6. The sponsoring union, on the other hand, has examined WW-1 Mrs. Ramanika Gupta who was an M.L.A. of Bihar Assembly during the relevant period and is a well known trade union leader. She is also General Secretary of the sponsoring union. Besides Mrs. Ramanika Gupta, the sponsoring union has examined Abadhi Ram (WW-2), one of the concerned workmen of the quarries of Kedla North Colliery at the relevant time and adduced some documentary evidence which have been marked Exts. W-1 to W-2.

7. Shri R. S. Murty, Advocate, for the management has contended that the workmen working at 2-b and 2-c quarries of Kedla North Colliery went on illegal strike on 18th and 19th October, 1982 and so these workmen are not entitled to get any wages for these two days. He has further contended that the working condition of these two quarries on the 18th and 19th October, 1982 was not unsafe and in spite of the fact that the concerned workmen was provided with plenty of work they simply sat idle and went on wild cat strike. He has submitted that since their strike was illegal as because Kedla North Colliery is a public utility service being a rail

of coal industry, the concerned workmen are not entitled to get any wages for the two days they went on strike.

8. Shri B. B. Pandey, Advocate, for the sponsoring union has contended that the working conditions of the quarries was unsafe and the management did not make any allotment of work to the concerned workmen on the 18th and 19th October, 1982 with the result that they remained idle throughout these two days for no fault of theirs. He has denied the contention of the management that the concerned workmen resorted to illegal lightening strike. According to him, since the working condition in the quarries were unsafe and since no allotment of work was done by the management, the concerned workmen are entitled to get wages for these two days.

9. The present reference is for consideration as to whether the action of the management of M/s. Central Coalfields Ltd. in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period, 18th and 19th October, 1982, is justified or not.

10. Admittedly, Kedla North Colliery was within the jurisdiction of M/s. Central Coalfields Ltd., one of the subsidiary companies of Coal India Ltd. It is an undeniable position that the total number of workmen involved in this dispute is 363 and that they were all piece-rated workers at the relevant time doing the work of overburden removal and coal loading. MW-1 Mahatam Ram has stated that piece-rated workers had to work for overburden removal and coal loading by rotation and that they were used to be paid overburden rate and coal loading rate in accordance with the nature of work they used to perform at a particular time. This statement of his has not been assailed in cross-examination. That being so, it can be concluded that the concerned workmen were all piece-rated workers and employed at the relevant time for doing the work of overburden removal and coal loading by rotation. It is also an irrefragable position that all the concerned workmen were employed in 2-b and 2-c quarries of North Kedla Colliery and that on the 18th and 19th October, 1982 they booked their attendance, but could not perform any work.

11. It has been alleged by the sponsoring union that the concerned workmen remained idle on 18th and 19th October, 1982 and could not perform any work because of the unsafe condition of the quarries and also of the fact that the management did not make any allotment of their duties. On the other hand, it has been asserted by the management that the working condition of the quarries was not unsafe on the two days in question and that the concerned workmen resorted to illegal strike on these two days, although plenty of work was available in order to realise their demand for adequate payment for rehandling of overburden and availability of consumer's trucks brought to the coal faces for loading of coal.

12. Mrs. Ramanika Gupta, in her testimony, has stated that the working conditions in the quarries were and still are very unsafe since there existed big gap in the coal seam and also the loose line above the overburden seam. According to her, the position was this that when blasting was done on overburden removal the loose would fall on coal seam where the workmen were working leading to endanger their lives and since there was no foot path and bench was very narrow, tit bits of stone and sometime big stones could also fall down on the working place where the workmen were engaged in coal cutting and besides there was constant danger from the crack in the coal seam. She has further stated that they had written about the position to the Director General Mines Safety. She has claimed to have further written to the Director General of Mines Safety that no benches were maintained according to Mines Rules and that the mines had gone vertical and that the stones which were supposed to be removed from working places were not removed by the management either manually or by dozers. There appears nothing from her evidence that the Director General of Mines Safety had taken any action on their complaint. As a matter of fact, the sponsoring union has not produced the letter in question before me for my consideration. On the other hand, MW-1 Mahatam Ram, who was posted as Asstt. Colliery

Manager at the relevant time, has asserted in his examination-in-chief that the officials from the office of the Director General of Mines Safety were regularly visiting the mines in order to keep a close watch on their safety arrangement and that there was no contravention of Mines Legislation on the part of the management. He has claimed that their mines were not visited with any accident. This statement of his has not been assailed in cross-examination. W.W.2 Abadh Ram, one of the concerned workmen, has stated that seam of the quarries was vertical and that there was no path or bench as prescribed under the Mines Rules and so the working condition in the seam was unsafe. It is his further testimony that on 19-10-82 they reported for duty as they had done on 18-10-82 after putting their attendance, but no work was allotted to them and that during the entire period of duty hours they were inside the mine. It transpires from his testimony that all of them were inside the quarry on 18th and 19th October, 1982 after booking their attendance. Were the working condition unsafe how could they remain inside the quarry and that too for entire (their duty hours)? This stubborn question has answered by any of the witnesses for the sponsoring union. Anyway, MW-1 Mehtaram Raci has emphatically denied the fact that working condition in the quarries were unsafe and that allotment of work was not done to the concerned workmen as alleged by the sponsoring union. He has stated emphatically that allotment of work in his colliery were not used to be made on day to day basis, but as a matter of fact the workmen deployed for removal of overburden were allotted work for 2 to 3 months at a stretch while the coal loaders were allotted work for about one month at a stretch and that at the relevant time work was going on in one shift i.e. general shift in the colliery. He has not been cross-examined on this point. This being so, his statement that allotment of work were not used to be done in North Kedla Colliery from day to day and that workmen deployed for removal of overburden were allotted work for 2 to 3 months at a stretch and coal loaders were allotted work for about one month at a stretch has remained unanswered.

13. It appears that on 11-10-82 the concerned workmen wrote to the Manager, Kedla North Colliery (Ext. W-1) complaining about the rates of payment and other matters and desired that the management should provide vehicle at a distance of 10 feet from the place of actual operation. They also complained that they were not getting payment of load and lift properly and expressed their unwillingness to carry overburden to a long distance. On 18-10-82 Area Organising Secretary of the sponsoring union wrote another letter to the General Manager, Hazaribagh Area (Ext. W-2) stating that Sri A. K. Singh, Colliery Superintendent assured to solve all the problems as raised in the demand letter dated 11-10-82 (Ext. W-1). But the problem remains unsolved and consequently the workers had remained idle inside the mine on the 18th and 19th October, 1982 from 7 A.M. to 12 Noon and from 2 P.M. to 5 P.M. under compulsive circumstances after booking their attendance. The Area Organising Secretary raised as many as six demands in his letter, but none of these demand reflected that the working condition in the mine was unsafe.

14. The management has asserted that the concerned workmen stopped work all on a sudden on the 18th and 19th October, 1982 in order to realise their demands for adequate payment and other facilities, but not for the reason that the mining conditions were unsafe. The letters of the workmen dated 11-10-82 (Ext. W-1) and the letter of Area Organising Secretary dated 18-10-82 (Ext. W-2) also sustain the contentions of the management. Anyway, the management considered the action of the concerned workmen to be an illegal strike in a public utility service and informed of the illegal strike by letter dated 18/19-10-82 to the A.L.C (C) (Ext. M-3) and the proforma in Form 'N' by letter dated 20-10-82 (Ext. M-5). The management also informed the Official Incharge of the local police of the illegal strike of the workmen by letter dated 18/19-10-82 (Ext. M-4).

15. Admittedly the stormy situation was resolved by an agreement by end between the management on the one hand and the two unions, namely, Coalfield Labour Union and

United Coal Workers Union on the others. This agreement is manifested in the record of note of discussion with United Coal Workers Union and Coalfield Labour Union on 20-10-82 at Kedla North Colliery Office and signed by the Project Officer (Ext. M-6).

16. Shri B. B. Pandey, Advocate, for the sponsoring union has contended that this record of discussion is not an agreement at all, but in para 14 of the written statement submitted by the sponsoring union it has been stated that on 20-10-82 the Project Officer called for the workmen and the representatives of United Coal Workers Union and Coalfield Labour Union and that an agreement was arrived at. The union has further complained in para 21 of its written statement that the management did not implement the terms and conditions of the settlement dated 20-10-82. No other document has been produced either by the parties in proof of this agreement. That being so, I come to the conclusion that the document (Ext. W-6) is nothing but an agreement between the parties.

17. This agreement is reproduced hereinbelow:

"Following points were discussed and decision taken as follows :—

(1) The worker's representative contended that proper working facilities should be provided to the workmen in 2-b and 2-c quarries.

It is decided that coal production will remain suspended till truck road is made upto the coal face so that coal can be directly loaded into trucks.

(2) Rehandling of OB if done due to absence of foot-path for taking it to dumping ground, will be paid. Management will, however, not make any payment if rehandling is done by workers inspite of providing foot-path for carrying O.B. to dumping place.

(3) The dispute regarding hardness of Shale Bank in 2-b and 2-c quarries will be sorted out by Project Officer (K) KOCP in consultation with union representative after Puja Holidays.

(4) The Union representative requested the management not to take disciplinary action against the workers for which the management's representative agreed."

18. This agreement is not indicative of the fact that the working conditions in the mine were unsafe or that no allotment of work was done to the concerned workmen.

19. Such being the position I come to the inescapable conclusion that the plea of the sponsoring union that the concerned workmen remained idle on 18th and 19th October, 1982 because of unsafe working condition of mines and non-allotment of work is not sustainable. Admittedly, the workmen resumed work on 20-10-82 following the agreement. It has been asserted by the sponsoring union that the concerned workmen were allotted work at a different place. But MW-1 has stated emphatically that only coal loaders were allotted duty at separate site and that overburden removers were deployed for duty at the same site.

20. Anyway, the management considered the action of the concerned workmen to be an illegal strike, but it appears that it did not pursue the matter consequent upon the agreement reached with the representatives of United Coal Workers Union and Coalfield Labour Union.

21. From my discussion above it is abundantly clear that the action of the management of Central Coalfields Limited in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period the 18th and 19th October, 1982, is justified.

22. Hence, the following award is rendered—that the action of the management of Central Coalfields Ltd. in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period the 18th and 19th October, 1982, is justified.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer  
[No. L-20012(480)/82-D.III(A)/D.IV(A)]

का. प्रा. 2797.—ओर्डोरिंग विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में टाटा माइरल एंड स्टील कं. लि. वा. बिजुआ, कोलियरी के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मकारों के बाच, अनुबन्ध में निविष्ट ओर्डोरिंग विवाद में केन्द्रीय सरकार ओर्डोरिंग प्रविकरण (सं. 2) घटवार के पंचांग को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

S.O. 2797.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. and their workmen which was received by the Central Government on the 23rd August, 1988.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### Reference No. 11 of 1987

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

#### PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Co. Ltd. and their workmen.

(Ministry's Order No. L-20012/276/86-D.III (A) dated the 2nd January, 1987).

#### Reference No. 12 of 1987

#### PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited and their workmen.

(Ministry's Order No. L-20012/277/86-D.III (A) dated the 2nd January, 1987).

#### APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.  
On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 16th August, 1988

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 have referred the following disputes to this Tribunal for adjudication vide their Orders referred to above.

#### Schedule in Ref. No. 11 of 1987

“Whether the action of the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Ltd., P.O. Jamadoba Distt. Dhanbad in suspending from service

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their workman, Shri Kamta Tiwari, Haulage Engine Khalasi for 10 days w.e.f. 13-11-1985 is justified ? If not, to what relief the workman is entitled ?”

#### Schedule in Ref. No. 12 of 1987

“Whether the action of the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Limited in suspending from service their workmen, S/Sri Ram Saran Ram and Radheshyam Dhusia, Miners, for 10 days each from 16-12-1985 is justified ? If not, to what relief are these workmen entitled ?”

These two references have been heard together as the points involved in these two cases are the same.

The case of the management in Ref. No. 11/87 is that the concerned workman Shri Kamta Tewari, Haulage Engine Khalasi, of Sijua Colliery of M/s. Tisco constructed unauthorised hut within the Colliery area with the dishonest intention of claiming right over the said land and converting the Colliery property into his own property. The said unauthorised construction was made by the concerned workman in Plot No. 62 Khata No. 75 consisting of 96.61 acres in Mouza Sijua Khata No. 75 has 48 plots having a total surface area of 245.15 acres. All the 48 plots of Khata No. 75 are possessed by the management of Sijua Colliery of M/s. Tisco and is used for mining purpose. The surface land is used for the purpose of construction of surface structure like pits, incline, officers bungalows etc. as well as complete extraction of coal. It is essential both at the time of extraction of coal as well as after extraction that surface land must remain vacant so that no accident takes place due to subsidence. If unauthorised construction will be permitted on the empty surface land, coal below that structure as well as within a radius of 45 metre will be left in site causing loss of high grade metallurgical coal to the nation. Thus from the point of view of national interest it is desirable to extract the entire coal in the seam both from conservation and safety point of view necessitating keeping the most of surface land of coal of colliery area free from surface structures. The relevant records describe the land as colliery land in column No. 2 of the Khatian and all the plots of Khata No. 75 in Mouza Sijua are owned and possessed by the management of M/s. Tisco.

The Circle Officer filed claim case before Land Reforms Dy. Collector, Dhanbad for declaration that the surface land at plot No. 62, 241 etc. of Khata No. 75 of Sijua Mouza should be diverted from Tisco to the State Government in terms of provision of Bihar land reforms Act consequent upon abolition of Zamindari system. The Land Reform Dy. Collector by his judgement dated 8-6-75 declared that the surface land at Plot No. 62, 241 etc. of khata No. 75 belonged to the management who is the owner of the property and is in possession of the property. The said judgement and order of the Land Reforms Dy. Collector became final as no appeal was made to any higher authority or Court against the said judgement. The concerned workmen was directed by letter dated 19/22-7-85 to demolish the unauthorised construction on the surface land of plot No. 62 Khata No. 75 of Mouza Sijua owned and possessed by the management. The concerned workman refused to obey the order of the management and challenged the legality of the order and persisted to continue illegal occupation of the said hut on the company's land. The concerned workman was issued with the chargesheet dated 16-8-85 for commission of misconduct and disobedience of lawful order of the management. The concerned workman submitted his reply admitting his guilt by raising a false plea of possession of land for the last 20 years and claiming the land to be the Government land. The concerned workman also instituted a proceeding before the S.D.O., Dhanbad to settle the land in his name. The concerned workman thus intentionally made unauthorised construction and also attempted to dishonestly capture the company's land by initiating legal proceeding. A departmental enquiry was held on 19-9-85 by Shri Rambabu Srivastava in presence of chargesheeted workman in accordance with the principles of natural justice. In the above departmental enquiry the chargesheeted workman was given full opportunity to cross-examine the management's witness, to give his own statement and to produce his defence witness. The enquiry officer submitted his report dated 28-10-85 basing on the evidence on record brought forth during the enquiry and held the concerned workman guilty

of the misconduct alleged against him. The competent authorities after fully going through the report and the finding of the enquiry officer passed an order that the concerned workman was to be suspended for 10 days for commission of the misconduct vide letter dated 1/6-11-85.

It is submitted that the action of the management taken against the concerned workman is legal bonafide and is in charge sheet was issued against him which is as follows—

The case of the workman is that the concerned workman is a permanent employee of the management. On 2-2-86 a charge sheet was issued against him which is as follows—

"You were instructed vide letter No. WO/SJA/98/365 dated 19/22-7-85 to demolish the unauthorised construction erected by you on Co's land near old M.P.I. at Sijua area, but you have not complied with the instruction though you were advised to do so within 7 days of the receipt of the above letter.

The above act on your part amounts to disobedience of instruction."

The concerned workman in his reply contended that he had not contravened any term or condition of the Standing Order. He had constructed a house about 20 years back where he has been living with his family on a Gair Majaria Malik land. According to the concerned workman there is no reason as to why he should abolish his house by the order of the management. Not being satisfied with the explanation submitted by the concerned workman the management ordered a domestic enquiry. The management examined witnesses in the domestic enquiry and the concerned workman appeared and put forth his defence before the enquiry officer. The contention of the concerned workman is that the land over which his house stood belonged to the Government and that the management of Tisco by virtue of the abolition of Zamindari under land reforms Act had no interest whatsoever in the said land. Consequent upon a perverse report submitted by the enquiry officer the management of Tisco passed order for suspension of the concerned workmen for a period of 10 days. The concerned workman personally and through his union demanded from the management to set aside the suspension order wrongfully passed against him. But the management refused to consider the demand. Thereafter the union of the concerned workman raised an industrial dispute before the ALC (C), Dhanbad and on failure of conciliation the present reference has been made to this Tribunal for adjudication. The concerned workman along with several others who had constructed house on the said Gair Majaria Malik piece of land had approached the revenue authority of the Government for settlement of the land. After proper enquiry the Government settled the land to them including land over which the house of the concerned workman stood. The management of Tisco fought the case against settlement upto the Land Reforms Dy. Commissioner and eventually the management lost the case. The fact of settlement of the land to the workman by Court of law will go to show that the order of management to the concerned workman to demolish the house and the subsequent charge sheet for disobedience of the order has no foundations. The punishment inflicted to the concerned workman is not in connection with any dereliction of duty performed by the concerned workman and therefore the provision of the Standing Orders of the Company is not at all attracted. It is clear that the charge sheet was issued on account of unrighteousness on the part of the management and is a glaring instance of unfair labour practice. The enquiry officer being an Officer of the management acted unfailingly in concluding the proceeding and submitted a bias report at the instance of the management so that the management may pass an order of punishment. In view of the above facts the order of punishment cannot be sustained. It is prayed that the order of suspension be set aside and the concerned workman may be ordered to get back wages and emoluments admissible to him.

The facts of reference No. 12/87 is almost the same. In Ref No. 12 of 1987 two concerned workmen are, namely, S/Shri Ram Saran Ram and Radheyam Dhusia, Miners of Sijua Colliery. It is alleged that they had also constructed unauthorised hut over plot No. 62 of Khata No. 75 of Mouza Sijua which belongs to the management. The Land Reforms Deputy Commissioner by his judgement dated 8-6-74 declared

that the surface land of plot No. 62, 241 etc. of Khata No. 75 belonged to the management who is owner of the property and is in possession of the same. The said judgement has become final as no appeal was preferred against it. The two concerned workmen were directed by letters dated 19/22-7-85 to demolish the unauthorised construction on the surface land at plot No. 62 of Khata No. 75 of Mouza Sijua owned and possessed by the management. The concerned workmen refused to obey the order of the management and challenged the legality of the order of the management and continued to possess illegal occupation of the said hut. The two concerned workmen were issued with a chargesheet dated 2/6-8-85 for commission of misconduct of disobedience of the lawful order of the management. According to the management the concerned workmen submitted their reply raising a false plea of possession of the land for last 20 years and claiming the land to be government land. The concerned workmen instituted proceeding before the S.D.O. who settled the land in their name. Departmental enquiry were held against them into the charges by Shri S. Ghosh in their presence in accordance with the principles of natural justice. The two concerned workmen were given opportunities to cross examine the management's witnesses, to give their own statement and to produce the defence witnesses. The enquiry officer submitted his report in respect of the two concerned workmen vide his enquiry report dated 29-11-85 and 22-11-85 holding the concerned workmen guilty of misconduct alleged against them. The competent authorities after reviewing the enquiry proceeding passed an order that the concerned workmen were to be suspended for 10 days for commission of misconduct. The said action of the management is legal bonafide and in accordance with the provision of Certified Standing Orders.

The case of the workmen of Reference No. 12/87 is that on receipt of the chargesheets they had submitted their replies in which they had contended that they had not contravened any terms or conditions of the Standing Orders. They also contended that they had constructed house about 20 years back where they have been living with their family on Gair Majaria Malik land and that there was no reason as to why they should demolish the house by the order of the management. The management not being satisfied with their explanation ordered domestic enquiry. The contention of the concerned workmen is that the land over which their houses stood belonged to the Government and that the management of Tisco by virtue of the abolition of Zamindari under Land Reforms Act had no interest in that land. The punishment awarded to the concerned workmen is not in connection with any dereliction of duty performed by them and therefore the provision of the Standing Orders of the company is not attracted. In view of the above it is submitted that the order of punishment cannot be sustained. It is prayed that the order of suspension of the workmen may be set aside and they may get back wages and other emoluments admissible to them for the said period.

Vide Order of this Tribunal dated 12-4-88 it was held that the domestic enquiry held into the charges against the concerned workmen was fair proper and in accordance with the principles of natural justice in as much as the union did not challenge the fairness and propriety of the domestic enquiry.

Now the only point for decision in two reference cases is whether the suspension of the concerned workmen for 10 days is proper and justified.

Most of the facts in both the references are admitted. It is admitted that the enquiry was held against the concerned workmen into the charges levelled against them in their presence and that they had availed of all the opportunities to defend themselves in the enquiry proceeding. It is also admitted that the enquiry officers held the concerned workmen guilty of the charge levelled against them and that the management passed an order suspending them for 10 days for the alleged misconduct.

The concerned three workmen had raised their construction over Plot No. 62 of Khata No. 75 of Mouza Sijua and the said fact is admitted. It is also admitted that the management had issued letters dated 19/22-7-85 to the concerned workmen directing them to demolish the unauthorised hut at company's land near old M.P.I. at Sijua colliery

area and that the concerned workmen did not obey the said direction. The said letter has been marked as Ext. ME-1 by the Enquiry Officer. The management filed a sketch map marked Ext. ME-3 by the enquiry officer showing the location of the construction of the hut by the concerned workmen over plot No. 62. The management examined witnesses to show that the concerned workmen have erected the construction over plot No. 62 which fact is not denied by the concerned workmen. The concerned workmen in their reply to the chargesheet had clearly stand that they had constructed the house on Gair Majaria Malik land about 20 years ago and that they had received the letter advising them to demolish the said construction. It will also appear from the case that they claim to have committed no misconduct by not demolishing the above construction as they had constructed it on Gair Majaria Malik land. On the above facts it is clear that the management had ordered the concerned workmen to demolish construction over plot No. 62 but the concerned workmen did not demolish it on the plea that the land over which they had made construction did not belong to the management.

It will further appear from the evidence of concerned workmen Kamta Tewari in Ref. No. 12 of 1987 before the enquiry officer that he had purchased 0.5 decimal of land of plot No. 62 and that the said deed was registered in Grampanchayat Kachhatri at Sijua on 19-2-69 and that he paid yearly rent for the said land to the Bihar Government. Kamta Tewari also produced Ext. M-5 before the Enquiry Officer which is an order of Dy. Collector, Dhanbad showing that there was no objection in respect of sale of the land by the concerned workmen Kamta Tewari to his wife Rita Devi. This is in respect of 5 decimal of land of plot No. 62 Khata No. 75 of Mouza Sijua and that the said order is dated 25-6-82. It appears therefore that the concerned workmen Kamta Tewari had sold the land to his wife. Kamta Tewari Stated before the enquiry officer that he sold his land to his wife only to avoid any complication after his death.

The management has filed photo copy of the certified order of Dy. Collector Land Reforms dated 8-6-74 to show that the Land Reforms Dy. Commissioner declared that the surface land of plot No. 62 of Khata No. 75 belonged to the management who is the owner and is in possession of the property. Admittedly, the said order was final as there is nothing on the record to show that the said order was set aside.

Common defence of the concerned workmen is that they were having their construction over portion of plot No. 62 since long and that their disobedience of the order of the management to demolish said construction cannot be covered under definition of misconduct under the certified standing orders of the management. The certified standing order of Tisco has been filed in this case. Clause 19 of the Standing Orders provides that any employee may be suspended fined or dismissed without notice or any compensation in lieu of notice if he is found to be guilty of misconduct provided that suspension without pay, whether as punishment or pending an enquiry, shall not exceed 10 days. Clause 19(1) provides one of the misconduct showing that wilful in subordination or disobedience, whether alone or in combination with another or others, of any lawful or reasonable order of a superior is a misconduct.

Normally the Standing Orders apply to the behaviour of a workmen on the premises where he discharges his duty and during hours of his work. If a quarrel takes place between workmen outside the working hours and away from the work spot, that would be a private matter which may not fall within the provisions of such standing order. To justify punishment for misconduct, the alleged misconduct must occur in the course of and in relation to duties associated with the employment and during the actual working hours during which the employee is subject, as an employee, to direction and control by the employer. It will appear from the evidence in the case that the construction was made by the concerned workmen claiming that the land is gair Majaria Malik land which is vested up the Government of Bihar after abolition of the Zamindari Act. The concerned workmen do not admit the title, ownership and possession of the management over the land on which they have made the construction. It will thus appear that there is conflict between the management and the workmen regarding the title

and possession of the land and it is not a simple case in which the workmen admit title and ownership of the management. If a workman is claiming title and possession over a piece of land adverse to the claim of the management, I think that the management cannot score over the workman by directing the workmen to give up possession over it and in case of disobedience pass an order of punishment against them. The case presents a Civil dispute between the management and the workmen and as such the remedy also lies in the Civil Court. The management in my opinion is not entitled to chargesheet the concerned workmen for misconduct in respect of the disputed land and punish them under Standing Orders. The question of title and possession over the land over which the concerned workmen have made construction has to be decided by Civil Court and if it is decided in favour of the management they will be at liberty to force the concerned workmen out of the land but in no case the management can take the advantage of their being the master by punishing the workmen for misconduct after levelling charge of misconduct against them. For the reason stated above I hold that the management is not justified in awarding punishment of suspension of the concerned workmen.

In the result I hold that the action of the management of Sijua Colliery of M/s. Tisco in suspending from service their workmen of Ref. No. 11/87 and Ref. No. 12/87 for 10 days is not justified. The management is therefore directed to pay the wages and other emoluments of 10 days to the concerned workmen, if not paid, within one month from the date of publication of the Award.

I. N. SINHA, Presiding Officer

[(i) No. L-20012/276/86-D. 3(A)/D.4 (A)]

(ii) No. L-20012/277/86-D.3 (A)/D.4 (A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 1 सितम्बर, 1988

का.धा. 2798. - असर्व मनिष प्रारंगेनिक्स इंडिया लिमिटेड, 1, नैशनल एम्बर्स, प्रथम छाण्ड, आश्रम रोड, अहमदाबाद (जी जे/9452) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रवीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या श्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम को सामृद्धि बीमा स्कीम के ग्राहीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से भविष्य अनुकूल हैं जो कर्मचारी निषेध सहबद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के ग्राहीन उन्हें अनुप्रयोग हैं,

प्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2-क द्वारा प्रदत्त शर्कियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिष्ट शर्कों के ग्राहीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रश्नात्मक स्वरूप देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियंत्रण प्रारंगिक भविष्य निधि अनुकूल गुरात्मक का ऐसा विवरण देने जा रहा है जो केन्द्रीय सरकार, समय-समय पर निषिद्ध करें।

2. नियोजक, ऐसे नियोजक प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-के छाण्डक के ग्राहीन समय समय पर निषिद्ध करें।

3. मामूहिक बीमा स्कीम के प्रकाशन में, जिसके अन्तर्गत लेखाओं का रक्षा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, नियोजक प्रभारों संदाय आदि भी है, होने वाले सभी घट्टों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजन, केंद्रीय मन्त्रालय द्वारा अनुमोदित राष्ट्रीय बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी प्रविधि निधि का या उक्त अधिनेयम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पट्ट ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दाँ रखेगा और उसकी बायत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्श करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे वड़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़िया किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए मामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञाय हैं।

7. मामूहिक बीमा स्कीम में किसी जात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संरेय रकम उस रकम से कम है जो कर्मचारी की उत्तर दाता में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/तातम निवेशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बीच रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्रारंभिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिनान्ही किया जाएगा और जहां किसी संशोधन से कर्मचारियों के द्वितीय प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रारंभिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्वक अधिकार देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं तो वह रक्षा की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का रांदाय करने में असफल रहता है और पालिसी को व्यवहार की जाने किया जाता है तो; छठ रक्षा की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये कि व्यतिक्रम की दशा में उन मूल सदस्यों के नाम निवेशितियों या विधिक वारिसों को जो यदि वह छूट न दे गई होती तो, उक्त स्कीम के अन्तर्गत होते हैं बीमा कायदों के व्यापार का उत्तरवायित नियोजक पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन अनि वाले किसी सदस्य की मृत्यु होने पर उसके हुक्मादार नाम निवेशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से शीर प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

New Delhi, the 1st September, 1988

S.O. 2798.—Whereas Messrs Manish Organics India Limited, 1, National Chambers First Floor, Ashram Road, Ahmedabad-380009 (GJ/9452) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35019(106) /88-SS-II]

का. आ. 2799.—मैसर्ट बैस्ट कोस्ट कार्मसियूटिकल बक्स 140, जी. आई. डी. सी. इडिस्ट्रियल स्टेट नारोडा-382330 अहमदाबाद (जो. नं. 6872)।—(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा जाता है) में कर्मचारी भविष्य निधि और प्रबोधन उपबंध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) का धारा 17 की उपधारा (2क) के प्रधीन छूट विधे जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या श्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की समूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 को उपधारा (2क) द्वारा प्रवत्त अधिकारी का प्रयोग करते हुए और इससे उपायक अनुसूची में विविध शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के अधीन उपबंधों के प्रवर्तन से छूट देती है।

#### प्रत्यक्षकी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि अनुकूल, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे नेतृत्व रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, सभी समय पर निश्चिप्त करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड के अधीन समय समय पर निश्चिप्त करें।

3. ग्राहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा श्रीमियम का संदाय, लेखाओं का अस्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, इन्हें सभी व्यायों का बहुत नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित समूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उसकी मुख्य वातों का अनुबाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन मृदृ प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित दिया जाता है तो, नियोजक समूहिक बीमा स्कीम के मदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आजम्पत्र श्रीमियम भारतीय जीवन बीमा निगम को सौंपता करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्पुर्ण रूप से विद्यु किये जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूहिक बीमा स्कीम में किसी वात के होते हुए भी यदि किसी कर्मचारी की भव्य पर इस स्कीम के अधीन संवैय रकम उस रकम से कम है जो कर्मचारी का उस दशा में संकेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/राम निवेशिती को प्रतिकर के रूप में दोनों रकमों के अनुसार रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के लिए प्रतिकूल प्रभाव पड़ते हों संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का वृक्षिकृत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना भुक्ता है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, श्रीमियम का संदाय करने में असफल रहता है और पालिसी को अपग्रेड हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा श्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वासा में उन भूत सदस्यों के नाम निर्विधियों या विधिक वारिसों को जो यदि यह छूट न दी गई होता तो, उक्त स्कीम के अन्तर्गत होते।

12. किसी फायदों के संदाय का उत्तरवाचित्र नियोजक पर होता।

13. उक्त स्थापन के सम्बन्ध में नियोजक द्वारा स्कीम के अधीन पाले जाने वाले सदस्य की भव्य होने पर उसके हकादार नाम निर्विधियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन निगम से बीमाकृत रकम प्राप्त होने के एक भास के भीतर सुनिश्चित करेगा।

[संघा एस-35014/(101)/88 एस-2]

S.O. 2799.—Whereas Messrs West Coast Pharmaceutical Works, 140, G.I.D.C. Industrial Estate, Naroda-382330, Ahmedabad (GJ/6872) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of, benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such emp-

loyees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provided Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(101)/88-SS-II]

का. आ. 2800.—मैसर्स जोधपुर नागरिक सहकारी बैंक लिमिटेड, जोधपुर (राजस्थान) (आर. जे./3756). (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभियाय या विभिन्न का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की मामूलिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन कार्यों से अधिक अनुकूल जो कर्मचारी नियोप सहबद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं,

प्रतः केन्द्रीय सरकार, अक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रत्येक भावितव्यों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के प्रधीन रखते हुए, अक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपलब्धों के प्रबंधन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रबोधिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाये प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अलावा के प्रधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके मालिगंत लेखाओं के रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा विभिन्न का संवाय, लेखाओं का अन्तरण, निरीक्षण का प्रभारी का संदाय आदि भी ही, होने वाले सभी घटों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा सामूहिक बीमा स्कीम के नियमों को एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की बाबा में उसकी अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियमित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्ष वर्ष करेगा और उसकी बाबत धारायक प्रायिक्य भारतीय जीवन बीमा नियम को संक्षत करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में सम्बन्धित रूप से बढ़ि किये जाने को व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों जो उक्त स्कीम के प्रधीन अनुसूची हैं।

7. सामूहिक बीमा स्कीम में किसी बाल के होते हुए भी यदि किसी कार्मचारी जो भयु पर इस स्कीम के अधीन संवेदन करके उस रकम में कम है जो कर्मचारी को उम दण में संवेदन होती जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बारिस/नाम निर्देशियों को प्रतिक्रिया भी उप में दोनों रकमों के बालाकर रकम का संदर्भ करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त राजस्वान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे की विश्वासना होती है, वहाँ प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देते से पूर्व कर्मचारियों को अपना दुष्टिकृत स्पष्ट करने का मुकित यूक्त अक्षसर देगा।

9. यदि किसी कारणवश स्वापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के जिसे स्वापन पहने आपना चुना है अधीन महों रख जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उपनियम तारीख के भीतर जो भारतीय जीवन बीमा नियम नियन्त करे, प्राविष्टम का संदर्भ करने में असफल रहता है और पात्रों को व्यवहार हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्राविष्टम के संदर्भ में किये गये किसी व्यक्तिकम की घटना में उत्तम सदस्यों के नाम निर्देशियों या विधिक बारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के प्राप्त होते। बीमा कारबों के संदर्भ का उत्तराधिकार नियोजक पर होगा।

12. उक्त स्वापन के संदर्भ में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशियों/विधिक बारिसों को अंगाकृत रकम का संदर्भ तबाही से और प्रत्येक घटना में भारतीय जीवन बीमा नियम से अंगाकृत रकम प्राप्त होते। के एक मात्र के भीतर सुनिश्चित करेगा।

[सं. एम-35019(105)/88-स-सु-2]

S.O. 2800.—Whereas Messrs Jodhpur Nagrik Sahakari Bank Limited, Jodhpur (Rajasthan) (RJ/3756) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

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2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3: All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under his Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/ legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim com-

[No. S-35014(105)/88-SS-II]

का. आ० 2801 -- नेम० अजमेर मछकारी उपभोक्ता होल सेल भाडार लिमिटेड, अजमेर (दारा जे/1244) -- (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध प्रधानियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त प्रधानियम कहा गया है) की धारा 17 की उपायारा (2क) के प्रधीन छठ परिये जाने के सिलाइ प्राविष्टन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कानूनीतारीं किसी उचित अधिनियम या अधिनियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी नियोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अधिनियम का प्रयोग करते हुए और इससे उपबद्ध अनुबंधी में विनियोजित घटों के अधीन रहते हुए, उक्त स्थापन के तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबद्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निविधायक को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियोजित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर नियोजित करें।

3. सामूहिक बीमा स्कीम के प्राप्तान में, जिसके लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजित द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत अधिकारी प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समूचित रूप से बढ़ाये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात होते हुए भी यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है जो कर्मचारी को उस दृश्य में सदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारितानाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के वरावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबद्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुबंधन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुबंधन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का युक्तिगुल अद्वार देगा।

9. यदि किसी कारण वश स्थापन के कर्मचारी भारत य जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं तो यह रह की जा सकती है।

10. यदि किसी करणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा नियम वारे, प्रीमियम का संदाय करने में असफल रहते हैं और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रद्द को जा सकती है।

11. यदि नियोजक द्वारा प्रोमियम के संदाय में किये गये किसी व्यतीक्रम को देश में उन मूत सदस्यों के नाम निर्देशितियों या विविध वारिसों को जो यदि यह छूट न होती तो, उक्त स्कीम के अन्तर्गत होते हैं। बीमा कायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विविध वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014(100)/88 स. मु-2)]

S.O. 2801.—Whereas Messrs Ajmer Sahakari Upbhokta Wholesale Bhandar Limited, Ajmer (Raj/1244) (hereinafter referred to as the said establishment have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment or premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter received to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years,

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employee shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured in the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(100)/88-SS-II]

का. आ. 2802.—मैसर्स शाका इलेक्ट्रोनिक्स प्राइवेट लिमिटेड; जी. ए. ई. ई. I, एक्टेंशन, मोहन को-ऑपरेटिव इण्डस्ट्रियल स्टेट, खेरगढ़ सूरी मार्ग, बद्रपुर, नई दिल्ली-44 (डी.एन./8129) (जिसे इसमें इसके पंचात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीय उपबन्ध अधिनियम, 1952 की 17 (जिसे इसमें इसके पंचात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि, उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पंचात् उक्त स्कीम कहा गया है) के अधीन उहौं अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसन्धि

में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्राप्त देहली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेता तथा निरेक्षण लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरेक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के अंतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड-के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरेक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी वर्षों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंघ की भाषा में उसकी मुद्य वालों का अनुवाद स्थापन के सूचना पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त हिसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्त करेगा।

6. यदि उक्त स्कीम के अवैतन कर्मचारियों को उपलब्ध कारबंदी वाले जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि हिस्ती कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उन रकम से कम है जो कर्मचारी की उस दशा में संदेश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/तास विदेशीयों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बायावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम में कोई भी संशोधन प्रादेशिक भविष्य निधि आवृत्त दिल्ली के पूर्व अमुमेदत के बिंदु रहो किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आवृत्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुकित्युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रौप्ति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के अंतर से जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पलिसी को व्यवस्था हो जाने किया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा भीमियम के संबंध में किये गये किसी अवैतिकम की दशा में उन भूत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह कूट न बी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संबंध का उत्तरदायिक नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के प्रधीन भाले किसी संबंध को मृत्यु होने पर उसके हक्काएँ नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सुदाय तथरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिष्वित करेगा।

[स.एम-35014(103)/88-म.सु. 2]

S.O. 2802.—Whereas Messrs Saka Electronics Private Limited, GA-I, B-I, Extension, Mohan Cooperative Industrial Estate, Sher Shah Suri Marg, (Mathura Road), Badarpur, New Delhi-44 (DL/8129) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Link-of Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain that point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(103)/88-SS-II]

का.ए. 2803.—मैसर्स जिला सहकारी केन्द्रीय बैंक मर्फतिन, रायसेन, (गढ़प्रदेश) (एमपी/1329) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी मरिय निवि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अन्तर्गत कूट विवेजाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीभियम का संबंध किये जिमा ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अन्तर्गत उम्हें अनुज्ञाय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त अनियतों का प्रयोग करते हुए और इससे उपबन्ध ग्राहकों में विनिविष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से कूट वेती है।

#### मनस्तुची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक अधिव्य निवि भायुक्त, गढ़प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, जिसे निरीक्षण विभागीय का प्रत्येक सामय की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपवारा 3 के छष्टक के अधीन समय समय पर निश्चिट करें।

3. सामूहिक वीमा स्कीम के प्राप्तामन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, वीमा प्रीमियम का संदाय, लेखाओं का अन्वरण, निरीक्षण प्रबारों का संदाय आदि भी है, हीन वाले सभी व्यक्तों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक वीमा स्कीम के लियों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों गी वहसंख्या की भावा में उसकी मूल्य वालों का अनुबाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई प्राक्तन वर्तनार्थी जो कर्मचारी भविष्य नियम का उक्त अधिनियम के अधीन छूट प्राप्त किया जाए तब उसके स्थापन वो भविष्य नियम का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक वीमा स्कीम के संदाय के रूप में उसका नियम प्रस्तुत दर्शन करेगा और उसकी वालत अधिकारक प्रीमियम भारतीय जीवन वीमा नियम को संबल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपनियम फार्म वाले जाने हैं तो, नियोजक सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में संशोधन रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक वीमा स्कीम में किसी वात के हांगे हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दण में संदेश होती जब वह उक्त स्कीम के अधीन होता है, तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्वर के बावजूद रकम का संदाय करेगा।

8. सामूहिक वीमा स्कीम के उपबन्धों में कोई भी संशोधन भारतीय नियम निधि आवृत्त मूल्य प्रदेश के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संघीय तेराइराइ के हिस पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रावेशिक भविष्य नियम आवृत्त अपना अनुमोदन देने से पूर्व कर्मचारियों वां अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के वर्तनार्थी भारतीय जीवन वीमा नियम को उस सामूहिक वीमा स्कीम के, जो वापस पहले अपना छूट है अधीन नहीं रह जाता है वाही स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश उस नियत तारीख के सीधे जो भारतीय जीवन वीमा नियम नियत करे प्रीमियम का संदेश करने में असफल रहता है और यातिसी को अवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदेश में किए गए किसी व्यक्तिका की दृष्टि में उन मृत मरम्यों के नाम निर्देशितियों या विधिक वरिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के मन्त्रालय होते। वीमा फायदों के संदाय का उत्तराधिकारियों नियोजक पर होता।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के व्यक्ति भाग पाल वित्ती मूल्य की भव्य होने पर उसके सुकारान्तग निर्देशितियों विधिक वरिसों को वीमाकृत रकम का संदाय तभीता से और प्रत्येक दृष्टा

में भारतीय जीवन वीमा नियम से वीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[स. नं.- 35019(104)/88 स. मु.-2]

S. O. 2803.—Whereas Messrs Jila Sakhari Kandriya Bank Maryadit, Raisen, Madhya Pradesh (MP/1329) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment or premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/ legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(104)/88-SS-II]

का. श. 2804.—मर्सर्म स्पान डायग्नोस्टिक्स प्रॉफेट लिमिटेड, 173 बी, न्यू इन्डस्ट्रियल स्टेट, रोड नं. 6 जी, उद्धोगनगर, उधना-394210 जिला सुरत (जि. जे/9709), (जिसे इसमें इसके पश्चात् उक्त स्थापन द्वारा गया है) से कर्मचारी भविष्य निधि और प्रक्रीय उपबंध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 के उपचारा (२८) के प्रधान सूट किए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकारीय प्रादेशिक भविष्य निधि का संदाय किए जिनका ही भारतीय जीवन बीमा निधि की समूहिक बीमा स्कीम के अधिन जीवन बीमा के रूप में कायदे डार हैं और ऐसे कर्मचारियों के लिए ये कायदे उन वर्दों से अलग अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधान जहाँ अनुकूल हैं।

अतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपचारा २८ द्वारा प्रदत्त अधिकारीय प्रयोग करते हुए और इससे उपबंध अनुसूची में विनियिक्षण भारी के अधीन रखते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपचारों के प्रवर्तन से छूट देता है।

#### अनुसूची:

1. उक्त स्थापन के संबंध में नियोजित प्रादेशिक भविष्य निधि आयुक्त गृजात को ऐसी विवरणों वे जो और ऐसे विवरण तथा नियोजन के लिए ऐसी मुख्यायें प्रदत्त करेगा जो केन्द्रीय सरकार, समय-समय पर नियिक करेगा।

2. नियोजक, ऐसे नियोजन प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संबंध करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपचारा ३-क के खण्ड-५ के प्रधान समय-समय पर नियिक करेगा।

3. समूहिक बीमा स्कीम के प्रयोग सत में, जिसके अन्तर्गत लेखाओं का रखा जाए, विवरणों का, प्रत्युत किया जाना, बीमा प्रादेशिक का संबंध, लेखाओं का प्रत्युत, विवरण प्रभारी मंदाय आदि भी है, होने वाले सभी उपचारों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित समूहिक बीमा स्कीम के विवरों द्वारा ऐसी प्रति और ज्ञान की इनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुसूची की भाषा में लगानी मुश्य भारी का अनुचार स्थान के सूचना पट्ट पर प्रत्यक्षित करेगा।

5. यदि कोई दूसरा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन सूट प्रॉफेट लिमिटेड की प्रविधि निधि का पहले हो, सदृश्य है, उमके स्थापन में नियोजित किया जाता है तो, नियोजन समूहिक बीमा स्कीम के सदृश्य के रूप में उपका नाम तुरन्त बदल करेगा और उगली बदल प्रवायक प्रादेशिक भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के कर्मचारीय विवरों को उपलब्ध कराये जाते हैं तो, नियोजक समूहिक बीमा स्कीम के प्रधान कर्मचारियों को उपलब्ध करायें उक्त सूट रूप से बृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के प्रधान उपलब्ध फॉर्म द्वारा कायदों से प्रतिक्रिया अनुकूल हो जो उक्त स्कीम के प्रधान अनुकूल हैं।

7. समूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी का सूत्यु पर इस स्कीम के प्रधान सदृश्य रकम उक्त रकम से कम है जो कर्मचारी का उमा दशा में संवेद होती जब उक्त स्कीम के प्रधान होता है, नियोजक कर्मचारी के विविध वर्गिस/नाम निर्देशितों को प्रतिक्रिया के रूप में दोनों रकमों के अन्तरके बदल रकम का संदर्भ करेगा।

8. समूहिक बीमा स्कीम के उपकारों में कोई भी संगोष्ठन प्रादेशिक भविष्य निधि आयुक्त गृजात के पूर्व प्रतुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संगोष्ठन से कर्मचारियों के हिन पर प्रतिकूल प्रभाव पड़ते हैं तो संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त गृजात प्रतुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करते हैं, युक्तियुक्त अवसर होगा।

9. यदि किसी कारणशाली स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उमा समूहिक बीमा स्कीम के लिए स्थापन पहले अपत चुका है, अधीन नहीं रह जाता है या इस स्कीम के प्रधान कर्मचारियों को प्राप्त होने वाले कायदे किसी रोकी से कम हो जाते हैं, तो पहले रद्द की जा सकती है।

10. यदि किसी कारणशाली स्थापन के कर्मचारी भारतीय जीवन बीमा, नियम नियत करे, प्रीमियन क, संबंध करने में असफल रहता है और प्रभारी को व्यवस्था हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदर्भ में विहार याए किसी व्यक्तिक्रम की दशा में उमा मूल सदृश्यों के नाम निर्देशितों या विविध वर्गिसों को जो यदि यह छूट न दी भई होती तो, उक्त स्कीम के प्रस्तर्गत होने वीमा कायदों के संदाय का उत्तरदायित्व नियंत्रित पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उक्त स्कीम के प्रधान आने वाले किसी मूल्य की मूल्य होने पहले उसके हकार नाम निर्देशितों/विविध वर्गिसों को बांधकृत रकम का संदाय संपर्क से जो और प्रस्तर्क दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के मौसूर सुनिश्चित होंगे।

[सं. प्रम-35019(107)/88 ग. पु.-2]

ए. के. घटाराई, अवर सचिव

S.O. 2804.—Whereas Messrs. Span Diagnostics Private Limited, 173-B, New Industrial Estate, Road No. 6-G, Udhognagar, Udhna-394210, District Surat (GJ/9709) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment

of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary, a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would have been payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employers to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assured benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(107)/88-SS-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 2 मित्तम्बर, 1988

का. पा. 2805.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त याकियों का प्रयोग करने हुए केर्टिय सरकार उत्प्रवास संस्थान कार्यालय कोचिंह में सहायक श्री के. के. थामस को दिनांक 5 तथा 6 भित्त्वात् 1983 को उत्प्रवास संस्थान कार्यालय के सभा कार्य करने के लिए प्राप्तिकृत करते हैं।

[म. ए-22012(1)/86-उत्प्र.-2]

म. प्र. एम. टारगरी, प्रब्रह्म सचिव

New Delhi, the 2nd September, 1988

S. O. 2805.—In exercise of the powers conferred by section 5 of the Emigration Act, 1947 (31 of 1947), the Central Government hereby authorises Shri K. K. Thomas, Assistant, in the office of Protector of Emigrants Cochin to perform all functions of Protector of Emigrants, Cochin on 5th & 6th September, 1988.

[No. A-22012(1)/86-Emig. II]

M. S. TANGRY, Under Secy.

नई दिल्ली, 2 मित्तम्बर, 1988

का. पा. 2806—बौद्धिक विनाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा प्रकाशित के संबंध नियंत्रकों और उनके कर्मकारों के बीच, अनुसार में निर्दिष्ट बौद्धिक विनाद में केन्द्रीय सरकार बौद्धिक अधिकारण नं. 3, बम्बई के प्रेसांट को प्रतिशिख करती है, जो केन्द्रीय सरकार को 25-8-88 को प्राप्त हुआ था।

New Delhi, the 2nd September, 1988

S. O. 2806.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 25th August, 1988.

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

#### PRESENT

Shri P. D. Apshankar,

Presiding Officer.

Reference No. CGIT-2/51 of 1987

#### PARTIES

Employer in relation to the management of Bank of Maharashtra.

AND

Their Workmen

## APPEARANCES :

For the Employer.—Shri B. S. Joshi.

For the Workmen.—Shri Bivalkar.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, dated the 5th August, 1988

## AWARD

The Central Government by their Order No. L-12011/48/87-D.II(A) dated 5-10-1987 referred the following industrial dispute for adjudication to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act :—

"Whether the action of the management of Bank of Maharashtra in not acceding to the request transfer of Shri K. V. Hirlekar from Kagal Branch and transferring his juniors Shri Y. K. Kulkarni and Bhilawadkar from Bambawada and Devarashtra Branches respectively, ignoring the prevailing practice and norms is justified ? If not to what relief is the workman Shri Hirlekar entitled ?"

2. In response to the notices issued to the parties, the Bank of Maharashtra appeared before this Tribunal and filed its written statement. The workman Shri K. V. Hirlekar even though duly served, did not appear.

3. The Bank of Maharashtra in its written statement raised a preliminary objection that the said workman is not a member of the Bank of Maharashtra Karamchari Sangh, Kolhapur, who raised the above said dispute, and that the above said Sangh is not a registered trade union.

4. The said workman Shri Hirlekar sent a letter dated 7-7-1988 to this Tribunal through the Manager of the Bank of Maharashtra, Kagal Branch. In that letter he clearly stated that he is not a member of Bank of Maharashtra Karamchari Sangh. As such the said Sangh who raised the said dispute, was not competent to raise any such dispute on behalf of the said workman. Shri Hirlekar further stated in that letter that the said Sangh has unnecessarily intervened in the matter, and that he himself has no grievance against the action taken by the Bank.

5. While the said dispute was referred to this Tribunal by the order dated 5-10-1987, on the very next date i.e. 6-10-1987 the Government of India again sent another letter addressed to the Bank of Maharashtra and the said Sangh, stating that it is the prerogative right of the management to create or abolish the post as per the administrative exigencies, and as such there was no ground for referring the alleged industrial dispute for adjudication to the Tribunal. Zerox copy of the said letter of the Government of India dated 6-10-1987 has been placed on record.

6. Therefore, the reference in question stands disposed of. No award in the matter.

Sd/-

P. D. APANKAR, Presiding Officer  
[No. L-12011/48/87/D. II (A)]  
N. K. VERMA, Desk Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

C.G.I.T. No. 2/51 of 1987

Bank of Maharashtra—Party-I

AND

Bank of Maharashtra Karamchari Sangh Kolhapur  
Party II.

May It please your Honour,

The Govt. of India, Ministry of Labour, granted a reference in the matter vide their letter No. 12011/48/87-D.II(A) dated 5-10-1987, in the first instance.

Immediately on 6-10-1987, the Karamchari Sangh received a letter from the Ministry of Labour that the reference so granted is rejected as there is no sufficient ground to refer the same for the adjudication (copy enclosed). Hence the statement of claim cannot be filed by the Karamchari Sangh.

Sd/- Illegible.

President, Bank of Maharashtra Karamchari Sangh.

Bombay : 28-7-1988

[नं. पत्र-12011/48/87-दि.-II (प)]

ब्रम मंत्रालय  
नई दिल्ली, 6 अक्टूबर, 1987  
में में,

1. उप महा प्रबन्धक,  
बैंक आफ महाराष्ट्र, माउथ महाराष्ट्र जोन,  
सी.एम. सेक्युरिटी 233, रुकमणी,  
लाइन नं. 7, सर्वे कॉलोनी, भृगुपती,  
कोल्हापुर-416001.
2. जोनल सेक्टरी, बैंक आफ महाराष्ट्र,  
कर्मचारी संघ, 487/3 राजाराम रोड,  
कोल्हापुर 416012.

विषय:- बागवाड़ा तथा देवगढ़ शाखाओं में विशिष्ट सहायकों के पदों के संग्राम करने को लेकर औद्योगिक विवाद।

महोदय,

उपर्युक्त विषय पर इस मंत्रालय के दिनांक 2-4-1987 के समसंबधक पत्र के फूम में मुझे यह कहने का निर्देश हुआ है कि प्रत्येकतंत्र का प्रशासनात्मिक जल्दत के अनुसार पद सुनिवारण करने वा विशेषाधिकार है। अतः केन्द्रीय सरकार को यह विचार है कि उक्त विवाद को अधिकारण को न्यायितीर्णन के लिए भेजने का प्रस्तुत कर्त्ता भाषार नहीं है।

भवदीय,  
एन. के. वर्मा, इमर अधिकारी